The Office of this JOURNAL *and of the* WEEKLY REPORTER *is now at* 12, *Cook's-court, Carey-street, W.C.*

The Subscription to the SOLICITORS' JOURNAL *is*—*Town*, 26*s.*; *Country* 28*s.*; *with the* WEEKLY REPORTER, 52*s. Payment in advance includes Double Numbers and Postage. Subscribers can have their Volumes bound at the Office*—*cloth*, 2*s.* 6*d.*; *half law calf*, 5*s.*

All Letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer, though not necessarily for publication.

Where difficulty is experienced in procuring the Journal with regularity in the Provinces, it is requested that application be made direct to the Publisher.

The Solicitors' Journal.

LONDON, JUNE 7, 1873.

THE ADJOURNED MEETING of the Incorporated Law Society, which stands for the 11th inst., will no doubt be very largely attended, as a final decision may then be expected upon the amendment proposed by Mr. Carpenter, which has now become the substantive resolution before the meeting. Looking to the small majority by which this amendment was carried on the last occasion, and the importance of the alterations which it seeks to introduce, it was not to be expected that the decision would be accepted as conclusive, and we observe that Mr. Finch's committee have issued a circular, which will be found in another part of our impression, intimating their intention to continue determined opposition to the proposal. We abstain, as we have on other occasions done, from going into the arguments on both sides, and for this further reason that they were fully stated at the recent meeting, reported in our issue of the 24th May. Moreover, the rival committees have from time to time explained their views to the whole society with considerable fulness, and it may be presumed that every member who takes any interest in the subject has by this time made up his mind on one side or the other. We would suggest, therefore, to the two committees, that, with a view of saving much valuable time, some arrangement might with advantage be made for dispensing altogether with speaking, and taking the division at once. The question is not one on which party feeling ought to prevail, and we are sure that the object of both committees is not so much to carry their respective views, as to obtain a decided expression of opinion on the part of the Society in favour of one or other of the rival proposals. Mr. Carpenter's resolution, if carried, will require confirmation at a subsequent meeting; but this will probably be a matter of form, unless his resolution should, on the 11th instant, be again carried by a very small majority.

This resolution disposed of, there seems little to cause discussion, as Mr. Carpenter, at the last meeting, intimated that, on the part of Mr. Lewis's committee, he accepted the whole of the amendments which the Council had adopted as their own, except that he wishes members to be at liberty to propose candidates for the Council without any previous assent on the part of the candidate. We hope that this suggestion will not be entertained, as it is scarcely fair to any member of the profession to have his name circulated as a candidate for an office which he may not desire to fill, and which his other engagements may prevent him from accepting. If it be found inconvenient to obtain the assent before nomination, the bye-laws should, at all events, provide that no name shall appear on the voting papers issued by the Council until the consent of the candidate has been signified in writing to the secretary. Any other course would be productive of much confusion, and might end in the election of a list of members, none of whom would serve, the result of which would be to leave the vacancies unfilled for a twelvemonth, inasmuch as an election for the Council can only take place at the annual general meeting.

There are two additional bye-laws proposed by Mr. Finch's committee (numbered five and seven on their list) which the Council do not adopt. With regard to the 5th, we expressed our views in the article which appeared in our issue of the 17th May. The 7th, which is brought forward by Mr. Lake, proposes to qualify all members of any provincial law society for members of the Incorporated Law Society, upon payment of a reduced admission fee and annual subscription. Mr. Lake has, no doubt, experienced the difficulty of inducing country solicitors, who already belong to one society, to join the larger, and what ought to be the more general body, and, looking to the importance of increasing the influence of the Incorporated Law Society, we hope that his bye-law will be adopted. It would act as a double inducement—first, to bring country members into their own law societies, and then to bring them into the central body, and in this way it would greatly increase the members of the Law Society, and taken in connection with other alterations in the bye-laws, would facilitate the ultimate amalgamation with it of the Metropolitan and Provincial Law Association.

A POINT HAS BEEN SUGGESTED, which appears to have been overlooked both by the rival committees and the Council, but which certainly should not escape consideration. Is it quite certain that both Mr. Carpenter's proposed bye-law, and also the bye-law which disqualifies any member of the Society from being a candidate for the Council unless a practitioner of at least ten years' standing, are not *ultra vires* and unauthorised by the charter? By clause 8 of the charter it is declared that there shall be a Council, to be elected "from among such of the members of the said Society as shall be attorneys, solicitors, or proctors practising in England." This clause appears equivalent to a declaration that every member of the Society, being an attorney, solicitor, or proctor practising in England, is eligible as a member of the Council, and the charter does not authorise any disqualification. It is true that section 12 confers upon a general meeting the power to make such and so many bye-laws, &c., "as shall seem necessary, convenient, and proper for the regulation and good government of the Society and of the members and affairs thereof;" but these general words, which, if they stood alone, might perhaps empower a general meeting to impose a disqualification, notwithstanding clause 8 (though such a construction would be a very liberal one), are followed by words pointing out the special matters to which the bye-laws may be directed, and this particularity cannot but materially narrow their effect. The whole scope of the charter is, that the governing body shall be elected by and out of the members of the Society at large, and it would seem that the bye-laws, while they may prescribe the period of continuance in office, and thus secure to the Society the opportunity of periodically reconstituting its governing body, cannot disqualify a retiring member of council, or any other member of the Society, from offering himself as a candidate for office. If any disqualification could be legally imposed, it would be competent for the majority at a general meeting to declare that no one should be eligible as a member of Council who was not sixty years of age, or who had ever served on the Council before, or who practised outside the walls of Lincoln's-inn—propositions for which no one will be found to contend. We hope that before the adjourned meeting takes place this point will receive attention, and we shall be glad to find that the view of the charter above referred to is erroneous.

SOME OF THE WRITERS on the recent cheque frauds appear to have rather hastily assumed that *Young* v. *Grote* (4 Bing. 253) would govern a case of the description referred to in the correspondence as having recently occurred—the fraudulent alteration of a cheque from £8 to £80—if such a case became the subject of litigation. The ordinary rule of law is, undoubtedly, that the banker must bear the consequences of a forgery. This rule has

been broken in upon by express statutory enactments in the case of a forged endorsement of a cheque payable to order—an exception which, in the course of the recent correspondence on this subject, has been much animadverted upon. The rule is subject to the qualification, however, that the forgery has not been conduced to by the negligence of the customer. The law as to alterations of the amount of cheques, which are in fact forgeries, must be governed by the same considerations. Undoubtedly, if the alteration has been conduced to by the negligence of the customer, the banker will not be liable; but the question remains as to what constitutes negligence in such a case on the part of the customer. In the case of *Young* v. *Grote* the mode in which the cheque was filled up was such as to almost invite the fraud which was perpetrated. It was certainly not the mode in which a man of business ordinarily fills up a cheque. The customer had delivered blank cheques, signed by himself, to his wife, to fill up according to the exigency of his business, and his own clerk committed the fraud. The question, moreover, arose on a case stated by an arbitrator, who found negligence as a fact. The question now raised is, whether so filling up a cheque as to leave an alteration possible is necessarily negligence on the customer's part. It is a very strong measure to assert that it is. Unless the drawer connects the word "eight" with the word "pounds," or follows the figure "8" with a dash so closely as to preclude the insertion of a "0," or writes on the cheque "amount under £10," or takes some such stringent precaution, the fraud cannot be prevented. Can it be said that it is negligence on the customer's part not to take such a precaution? In the case of the *Société General* v. *The Metropolitan Bank* (21 W. R. 335) the question was to some extent discussed, and the case of *Young* v. *Grote* commented upon. The case is not in reality any express authority on the subject we are dealing with, because there the action was against the endorser of the bill, and it does not in any way follow that even if a drawer was liable for not taking such stringent precautions, the endorser of a bill already drawn would be liable; but the Court of Common Pleas incidentally seemed to be of opinion that the mere fact that a cheque was so drawn that an alteration was possible was not *per se* necessarily such negligence as to throw the loss on the customer. All the judges protested against the idea that in the course of business a man was bound to expect fraud on the part of the person with whom he dealt. It will be necessary, therefore, for those who may be called on to advise in any such case to beware of not too rashly extending the doctrine laid down in *Young* v. *Grote*. The case is clearly a peculiar one, and based very much on its individual facts.

THE DECISION of the Court of Queen's Bench in *Kellock* v. *Euthoven* is strictly in accordance with previous decisions in Chancery upon all the three points which were there raised. Within a year before the commencement of a winding-up, A. transfers shares to B., and B. subsequently transfers the same shares to C. Recourse being had in the winding-up to the B contributories, both A. and B. are placed on the B list. Before this time, however, although subsequently to the winding-up, B. has executed an inspectorship deed under the Bankruptcy Act, 1861. A., being compelled to pay the call on the B list, compromises with the liquidators, and pays them a lump sum, in respect of which he, in the present action, seeks to recover an indemnity from B. In the first place, although in settling the B list all B contributories of whatever date will be put on the list at once, yet, as between successive transferors of the same shares, a transferor of later date must be exhausted before the shareholder who transferred to him can be called upon. This is a rule which may in principle be traced in several of the cases in Chancery, as in *Humby's case* (20 W. R. 718) and *Morris's case* (20 W. R. 25, L. R. 7, Ch. 200), and which is now directly established by *Kellock* v. *Euthoven*. This being so, the ruling of the Court in the first two questions raised before it follows immediately in principle, namely that A. is entitled to claim indemnity from B. in respect of any payments he may have been called upon to make, and that B.'s liability in this respect is not altered by the fact that he has transferred the shares to C. As regards the operation of the inspectorship deed, the case is on all fours with *Holmes* v. *Symons* (20 W. R. 175, L. R. 13 Eq. 66). The 75th section of the Companies Act, 1862 gives to the company a special right to prove against the estate of a contributory who becomes bankrupt subsequent to the commencement of the winding-up, in respect of all liability attaching to his shares. But it was held in *Holmes* v. *Symons* that this provision does not extend to give to a transferor a right to prove in respect of any indemnity which he may be entitled to claim. It follows that the claim to an indemnity not being provable under the deed is not barred by the deed; and therefore on all points A.'s right to be indemnified was established.

ON THURSDAY last the Full Court of Appeal, reversing the decision of Vice-Chancellor Bacon in *Noble* v. *Willock*, (21 W. R. 353), held that where a married woman makes a will of personalty with the assent of her husband, and afterwards survives him and dies without re-executing the will or making any fresh will, the will has no operation on property to which the lady became entitled after the death of her husband. The Vice-Chancellor seemed to be of opinion that if a husband assents to his wife's will, the instrument thereupon becomes for all intents and purposes the will of the wife, and the 24th section of the Wills Act sweeps into its operation all the property of which she dies possessed. The true view, however, seems to be that if a married woman makes a will and her husband assents to it, his assent is by no means a conclusive extinguishing of his rights in the property, but amounts merely to a promise (revocable at any time before the will is proved) that he will waive his rights as her administrator. If she survive him, he can, of course, never have an opportunity of becoming her administrator, and inasmuch as the whole validity of her will hangs upon this promise of the husband, it being by no means the correct view of the matter that his assent endows the wife with an absolute power of making a will, it follows that on his death in her lifetime the will becomes totally inoperative. The Wills Act carefully preserves all incapacities of married women, and as a will so circumstanced becomes invalid, the 24th section can have no effect. In the present case the will was good so far as it related to the testatrix's separate estate, but this fact was, of course, quite immaterial on the general question raised in the suit.

THE LORDS JUSTICES yesterday affirmed the decision of the Chief Judge in *Re Tonnies* (21 W. R. 559, noticed *ante*, p. 494), that the provision of section 91 of the Bankruptcy Act, 1869, that "any covenant or contract made by a trader in consideration of marriage for the future settlement upon or for his wife or children of any money or property wherein he had not at the date of his marriage any estate or interest, whether vested or contingent, in possession or remainder, and not being money or property of, or in right of his wife, shall, upon his becoming bankrupt before such property or money has been actually transferred or paid pursuant to such contract or covenant, be void against his trustee appointed under this Act," does not apply to a covenant entered into with the trustees of a marriage settlement to pay a fixed sum at a future day, to be held by them upon the trusts of the settlement.

GLOUCESTER ELECTION PETITION.—*Guise, Bart. and Others, Petitioners; Wm. Killigrew Waite, Respondent.*—The above petition, containing the usual allegations of bribery, treating, personation, &c., was filed at the Common Pleas Rule Office on Tuesday, the 3rd June. The seat is not prayed for. The agents for the petitioners are Messrs. Wyatt, Hoskins & Hooker 28, Parliament-street, S.W.

CONTRIBUTORY NEGLIGENCE.

A question of considerable interest has been raised in several of the cases that have been lately decided with regard to the liability of railway companies in actions of negligence. The point in dispute is, whether on a motion to enter a nonsuit in an action against a railway company for personal injuries, on the ground that there was no evidence of negligence to go to the jury, it is open to the Court to consider whether there was contributory negligence on the part of the plaintiff such as to disentitle him to recover. The case of *Gee* v. *The Metropolitan Railway Company* (21 W. R. 584, L. R. 8 Q. B. 161) is the latest case in which the subject is discussed, and after what fell from the judges who decided that case the doubts which have prevailed appear to be as far from resolution as ever. Kelly, C.B., in the course of the argument, expressed an opinion that if there be evidence of negligence on the part of the defendants, and of contributory negligence on the part of the plaintiff, there must always be a question for the jury, and it is not a case for a nonsuit. *Bridges' case* (19 W. R. 825, L. R. 6 Q. B. 377) was cited as deciding the contrary. The head-note in the L. R. states it to have been held by four judges against three that the question of contributory negligence is open to the Court in such cases. Grove, J., however, in giving judgment in *Gee's case*, pointed out that the head note in *Bridge's case* seemed hardly correct, in so far as it attributed to Pigott, B., any judgment on the point at all. If his view be correct with regard to the effect of Pigott, B.'s, judgment, it follows that there was no decision of a majority upon the point at all, and the case cannot be considered a binding authority on the subject. In addition to the doubt thus expressed with regard to the effect of the judgment of Pigott, B., in *Bridges' case*, it seems doubtful whether the judgment of Bramwell, B., also one of the majority, is based at all on the view that the question of contributory negligence was involved. That learned judge's decision appears to be based on the view that the accident was the consequence of the act of the person injured only, and that there was no evidence of negligence on the part of the defendants conducing to the accident. This is a perfectly intelligible and logical ground; but it is worth while pointing out that it has no relation to the point as to whether the question of contributory negligence is open, for it proceeds on the basis that there has been no negligence conducing to the injury on the defendant's part. It is the more necessary to notice this, because in the course of the arguments that have been used in some of the cases, if not in some of the judgments, there has been a slight tendency to confusion between cases where it was held that there was no evidence of negligence conducing to the accident on the defendants' part but that the accident must be considered as wholly caused by the plaintiff's own act, and cases where, there being negligence on the defendants' part conducing to the accident, it was also alleged that there was contributory negligence on the plaintiff's part.

It seems to have been sometimes suggested that, inasmuch as the question in relation to the propriety of a nonsuit is whether there was evidence to go to the jury of negligence on the defendants' part *which caused the accident*, in some cases even though there be evidence of negligence on the defendants' part conducing to the accident, the Court may consider the plaintiff's acts as themselves forming the proximate cause of the injury. *Siner's case* (17 W. R. 417, L. R. 4 Ex. 32) has been sometimes explained in this way. But on consideration it will be seen that the distinction implied in this way of putting the case is untenable. There is no foundation for the suggestion that the defendants' negligence need be the immediately proximate cause of the accident in order to be actionable. The proximate cause of the accident may be the plaintiff's own act, and yet the defendants may be liable if their negligence caused him to do the act, as, for instance, in *Cockle's case* (18 W. R. 759, 20 W. R. 754, L. R. 7 C. P. 321). If there be negligence on the defendants' part conducing to the accident, the Court can only be entitled to consider the plaintiff's acts on the supposition that the question of contributory negligence is open to them. Therefore, to reconcile *Siner's case* with the contrary supposition it must be treated as proceeding on the ground that there was no evidence of negligence conducing to the accident on the defendants' part at all, but the accident there solely arose from the plaintiff's own act. The judgments in the case are, it would appear, on the whole, consistent with the latter view. Two considerations appear to be involved in the question whether it is open to the Court to go into the question of contributory negligence: the first, a matter of form as to the mode of reserving leave; and the second, a question of substance. According to the strict construction of words, if the question reserved be whether there was evidence to go to the jury of negligence on the part of the defendants which caused the injury, the question of contributory negligence is excluded; but surely the right question to be reserved, and the question that is really meant to be reserved in such cases is, whether there was evidence to go to the jury upon which they were entitled to make the defendants liable for the accident. Brett, J., in his judgment in *Gee's case* (*ubi sup.*), appears to indicate this very clearly. He says the plaintiff is bound to give evidence that in a certain sense the negligence of the defendants was the sole cause of the injury. The statement of the declaration must be taken impliedly to negative contributory negligence, inasmuch as contributory negligence is not required to be pleaded specially. Therefore, the question on the general issue is, whether there was negligence on the part of the defendants which, without contributory negligence on the plaintiff's part, caused the accident. Clearly, therefore, in point of form, it appears correct to say that the question whether the evidence was such that the jury could legally find a verdict for the plaintiff on the general issue includes the question whether there was or was not contributory negligence. The substantial question, therefore, as to which the pleading point, as is not unfrequently the case, affords considerable guidance, is, whether the Court as matter of law is entitled, in cases where there has been negligence on the part of the defendants conducing to the accident, to consider whether there was also contributory negligence, which disentitles the plaintiff to recover. The question is one of no little practical difficulty. The general theory of the matter appears clearly to be on the side of those who maintain that the Court are not entitled to go into the question. For be it observed what the Court generally in these cases is entitled to do is to consider, not whether the conclusion of the jury is right on a balance of evidence, but whether there was any evidence on which they might base the conclusion at which they arrived, subject to the wholesome doctrine which has of late prevailed that a *scintilla* of evidence is not to be considered as evidence to go to the jury. The difficulty in these cases is, that the Court, in order to nonsuit, has to find, not that there was evidence of contributory negligence for the jury, but that there was contributory negligence. It being admitted that there was evidence both ways—*i.e.*, of negligence conducing to the accident on defendant's part, and contributory negligence on plaintiff's part, it seems to follow that there was evidence on which the jury might find either way, and with respect to which it was their province to find which way the balance lay. It is not, however, very easy to apply the general principle to these cases. It is not easy to explain, from a common sense and untechnical point of view, why, if the question of negligence or no negligence on the defendants' part is for the Court, the question of contributory negligence on plaintiff's part is one wholly for the jury and not for the Court. If contributory negligence was the subject of a plea, would it not be for the Court to say whether the evidence would support a negative finding by the jury? It is really impossible

to separate the two questions of negligence on defendants' part and contributory negligence on plaintiff's part in many cases. The real truth is that with regard to the question of negligence on the part of railway companies the Courts have very largely taken upon themselves the functions of juries, in consequence of the absolute necessity for the exercise of supervision over the verdicts arising from the tendency of juries to favour the private individual at the expense of the company. The question, whether upon the facts of the individual case there is negligence is in its essence matter of fact, not matter of law. There may be cases where there is positively no evidence of negligence, or only a *scintilla* of evidence; in those cases the Court is, of course, entitled to direct a nonsuit, not as a matter of law but of fact, just as if a man having declared for non-delivery of timber sold proved a sale of coals. But the Courts have gone far beyond this, and really take upon themselves to determine in cases of considerable doubt whether there was not evidence of negligence, but negligence itself.

Having done this, they inevitably find it extremely difficult to avoid being drawn into the consideration of all the facts of a case, and entertaining the question whether, if there were negligence on the part of the defendants, there was not also contributory negligence on the part of the plaintiff. Brett, J., made an effort, in the case of *Gee* v. *The Metropolitan Railway Company* (*ubi sup.*), to establish some limit to this practice. Applying apparently a sort of modification of the doctrine that a *scintilla* of evidence ought not to be left to the jury, he laid it down that if the evidence of contributory negligence was so strong that no reasonable man ought to find for the plaintiff, then the Court might enter a nonsuit, even if there was evidence of negligence on the defendants' part. This is undeniably sound in principle, but it seems more than doubtful whether it is practically possible. Sound principle has been broken in upon, perhaps inevitably, in relation to the question whether there is negligence on the defendants' part; and it appears naturally to follow that it must be so also on the question whether there is contributory negligence on the plaintiff's part.

AN INTERNATIONAL CODE.

II.

The first volume of Mr. Field's code comprised a complete system of international law for times of peace, and the second volume, published nearly a year later, contains the additional provisions for a state of war. For this international law during war, the adoption of a code or of some definite rules is much more urgently required than for the subjects of the former volume. War is constantly bringing the military and naval forces of one belligerent into contact, not only with the forces of the other belligerent, but also with its peaceful inhabitants and sailors, and with neutrals. Therefore, until their relative rights and obligations are clearly understood by all parties, disputes will inevitably arise, and where the parties to such an international dispute are already at war, there is no possible mode of settling it, except a war of reprisals, the suffering from which necessarily falls upon non-combatants and prisoners. We are, however, by no means sanguine that the establishment of a code of international law would be of much use in settling disputes of this kind, unless accompanied by the creation of some judicial tribunal to interpret this code, and apply it to any particular cases which might arise. In many cases the facts will be in dispute, or there will be no provision of the code exactly corresponding to the circumstances which have occurred. In our opinion the creation of an international tribunal for disputes of this kind ought to precede any attempt to establish international arbitration as a substitute for war. A tribunal whose functions were limited to adjudicating upon questions of minor importance, and concerning individuals rather than states, would have a much better chance of acquiring confidence and giving satisfaction than one intended to be a substitute for war and only created or convened to decide questions of great importance. Moreover, an international tribunal for minor and individual questions seems to us more likely than anything else to create a body of judges of international law with sufficient experience and *prestige* to be satisfactory judges or arbitrators in questions of grave national importance.

But the subject upon which an international code of war is especially required—viz., the carrying on of war on land—has not been very successfully treated by Mr. Field. Of the questions so much agitated during the Franco-German War of 1870 as to wearing uniforms, and as to what constitutes a legitimate combatant, the former is not referred to except in a note, while the latter is the subject of a very unsatisfactory clause (Art. 755), which classes together inhabitants who unite to resist invasion (apparently whether with or without military organisation), and other persons who, under military organisation and for political reasons, take part in hostilities; and in both cases allows them to carry on hostilities independently until required by the enemy to lay down their arms or join the regular forces, but no longer. No arrangement can be worse than thus making the lawfulness or unlawfulness of irregular warfare depend upon whether the irregular combatants have been formally required to desist. The precise limits within which alone such warfare is lawful ought to be clearly and simply defined, and made known to all the inhabitants of the belligerent countries, and every government should be expressly required, so far as possible, to restrain its own subjects from exceeding those limits.

Mr. Field has not only incorporated in the code the stipulations of the Alabama Treaty as to neutrals using due diligence to prevent the equipping of vessels, and as to their not suffering their ports to be made the base of operations, together with the extravagant interpretation of "due diligence" put forth by the Geneva arbitrators, but he has added a further stipulation that neutrals are to use due diligence to prevent traffic in arms or other contraband, or the doing of anything within the territorial limits which directly subserves the purposes of the war. These provisions, besides compelling neutral Governments to exercise a vexatious *surveillance* over exports of contraband and other commercial transactions, and multiplying occasions for misunderstandings and collisions between belligerents and neutrals, would greatly increase the odds against the State which, when the war broke out, was the worst prepared for it. A State, while meditating a foreign aggression, might lay in a large store of foreign arms, &c., and raise large foreign loans before declaring war. Its enemy, taken by surprise, would have to defend itself with arms, &c., manufactured at home, and (see note to Art. 964) with money raised in the country itself. In some other respects Mr. Field unduly extends the immunities of neutrals. Thus, in Art. 850, after assigning to a belligerent the right to appropriate lands, buildings, and ships in a hostile country for temporary military uses, he altogether excepts the members of neutral States from those burdens. It might happen that a house or field belonging to a neutral might be so situated as to be of the utmost strategical value to the belligerents. In such a case, according to this article, it would rest with the neutral owner to decide whether it might be occupied or not.

The space at our command does not admit of our discussing at any length Mr. Field's proposals to exempt from capture all private property, whether on land or sea, to abolish all blockades, except for preventing the entrance of contraband into military ports, and to prohibit the starving of armies or garrisons. It is rather interesting to see these proposals worked out in detail; but it seems an almost insuperable objection to them that they would reduce war to nothing but killing soldiers. The injurious effects of war upon trade, according to the existing rules, is very efficacious in preserving peace; and blockades and starving armies often contribute materially

to shorten wars. Even if these alterations in international law were as desirable as we deem them the reverse, we should doubt the policy of inserting them in what is intended to be a general code of international law. They are of too great importance, affecting as they do most materially the relative power for offence and defence of different nations, to obtain acceptance without being thoroughly discussed on their own merits, apart from any general code.

On the whole we neither wish nor expect that Mr. Field's draft Outlines will be filled up, and adopted as the International Code of Civilised Nations. To attain that honour, it ought to have been much more limited in its subjects as well as much more conservative of existing rules and usages. At the same time we believe that Mr. Field's labours will probably contribute not a little to the ultimate realisation in part at least of such a code, by popularising the idea and illustrating by actual experiment what parts of international law respectively are or are not suitable subjects for codification.

Before concluding we must briefly protest against the repeated misuse of definitions in Mr. Field's code. Thus Art. 3 declares that wherever the word "nation" is used in the code it signifies only a nation party to the code, except when an intention to signify any nation whatever is expressed. Art. 4 is a similar declaration as to the meaning of "person." These unnatural limitations of meaning are exceedingly difficult to bear in mind, and besides, as the limited meaning is only affixed to the single word, the substitution of any other phrase lets in the wider meaning. Thus, "foreigner" and "belligerent," both not unfrequently used, ought to have the wider meaning, but this is evidently not intended. Again, Art. 773 introduces a novel distinction between "truce" as a partial suspension and "armistice" as a complete suspension of hostilities. Why should not one say "partial truce" and "complete truce"? So again, Arts. 990 and 991 include, under principals, accessories before the fact, and limit the term accessories to persons who conceal or aid the offender after the fact—*i.e.*, to those who are not accessories at all, according to either the etymology or the non-legal meaning of the word, but only according to the peculiar phraseology of English and American lawyers.

RECENT DECISIONS.

EQUITY.

LAND REGISTRY ACT (25 & 26 Vict. c. 53)—PURCHASES FROM MORTGAGEES.

In re Winter, M.R., 21 W. R. 320, L. R. 15 Eq. 156.

A few words may be useful to show the exact difference between this case and *In re Richardson* (19 W. R. 1048, L. R. 12 Eq. 398). In the latter case an owner mortgaged his land after he had been put on the register with an indefeasible title, and the mortgage was duly registered. In such a case the mortgagee gets the statutable title, and it is accordingly clear that a purchaser from him under his power of sale has a right to be registered as the indefeasible owner. All that was decided in *Re Richardson* was that, in such a case, the fact that, subsequently to the first mortgage, other mortgages had been made of the property, and that such other mortgages were on the register, did not affect the right of a purchaser from the first mortgagee to be registered as the owner with an indefeasible title. In *Re Winter* the property, when put on the register, was subject to a mortgage, and the registration was consequently of the title of the mortgagor, subject to the mortgage. In such a case no inquiry is made on the registration as to any dealings with the mortgage, which might have been assigned without the knowledge of the mortgagor, and if the power of sale is subsequently exercised, the registration of the conveyance made on such a sale is merely that the land was thereby "expressed" to be granted. The office does not know the state of the mortgage as between the mortgagor and mortgagee at the time of the exercise of the power of sale, nor whether the power was rightly exercised or not. In the case under consideration, the power of sale contained in a mortgage prior to the registration had been exercised, and the purchaser, of whose conveyance the usual qualified registration had been made, now applied that the land might be removed from the register. The application was made under section 34, which provides that "the registered proprietor of land may, with the consent of all persons appearing by the register to be interested in such land, remove the same from the register." The validity of the mortgage was not disputed. The Registrar declined to make the order, except with the consent of the persons claiming under the mortgagor. The Master of the Rolls, however, granted the application.

SOLICITOR MADE A DEFENDANT AND SOUGHT TO BE CHARGED WITH LOSS OF FUND AND COSTS OF SUIT.

Barnes v. *Addy*, V.C.W., 21 W. R. 324.

In our note (*suprà*, p. 555) on the recent case of *Baker* v. *Loader* (21 W. R. 167) we called attention to the circumstances under which a solicitor, who has been employed in improper or fraudulent transactions, and is made a party to a suit arising out of them, is sometimes ordered to pay the costs of the suit, or at least to bear his own costs. In *Barnes* v. *Addy* the solicitor of the sole trustee of a will prepared a deed, whereby the husband of a woman entitled to a fund for life without power of anticipation, with remainder to her children, was appointed a trustee of the will so far as regarded his wife's fund. After the execution of the deed the fund was transferred to the husband alone, with the concurrence of the solicitor. The husband used the fund in his business, and on his bankruptcy it was completely lost. A bill was filed by the children, charging that the transfer was a gross fraud on the part of the original trustee of the will, and that the solicitor (who was made a defendant), being fully cognizant thereof, aided and abetted the same, and was a party to the breach of trust, and it claimed to make all the defendants liable to make good to the plaintiffs the loss which they had sustained thereby. Vice-Chancellor Wickens, while disapproving of the solicitor's conduct, thinking, in fact, that he had been more deferential to his client's orders than he ought to have been, said that the bill failed against him so far as it sought to make him responsible for the fund. His Honour drew a distinction between the prayer for costs against him and the prayer in such cases as *Marshall* v. *Sladden* (7 Hare 428), and *Beadles* v. *Burch* (10 Sim. 332), saying that the prayer in the present case was founded on the supposition that the relief in the way of replacing the fund could be given. The case failed altogether so far as it sought to charge him with the fund, "and therefore," said the Vice-Chancellor, "the whole of the relief prayed against him fails." "Under these circumstances," he continued, "notwithstanding *Marshall* v. *Sladden*, which was a case in which the prayer was not for relief in the way of replacing the fund, but simply for relief in regard to costs, and with a view to discouraging as far as possible suits of this nature against solicitors, I shall dismiss the bill against him with costs."

TRANSFER OF SHARES—DISCRETION OF DIRECTORS IN APPROVING TRANSFEREE.

Re Gresham Life Assurance Society, L.JJ., 21 W. R. 186.

The common and salutary power given by the articles of a company to its directors to exercise a discretion in approving or rejecting the person to whom a member proposes to transfer his shares is one which requires reasonable treatment on all hands. On the one side the directors must not be allowed to abuse their power from arbitrary or capricious motives or to use it otherwise than *bonâ fide* for the interest of the company; while on

the other they must be put in a position to exercise their discretion honestly, without fear of being called to account in respect of the reasons for their disapproval. *Robinson* v. *The Chartered Bank* (14 W. R. 71, L. R. 1 Eq. 32) and *Re Gresham Life Assurance Society* (21 W. R. 186, L. R. 8 Ch. 446) are instances of the position which is taken by the Court from each of these points of view. *Robinson* v. *The Chartered Bank* came on upon demurrer for want of equity to a bill, praying that the bank might be decreed to approve A. B., or some other person to be nominated by A. B., as transferee. The demurrer was overruled, not on the ground that the Court would compel the acceptance of a transfer to A. B., or his nominee, but that the bank was refusing to allow the shareholder to transfer at all. The rule which that case goes to establish is this:—that the Court will not allow directors to abuse a fiduciary power, entrusted to them for the benefit of the company, in such manner as to deprive a shareholder of the power of enjoyment and disposal of his property. *Re Gresham Life Assurance Society* is a case of quite another character. There the directors having taken into their consideration the circumstances of a proposed transfer refused to accept as a member the transferee proposed to them, and declined to give their reasons for disapproval. Thereupon the transferor and transferee moved for rectification of the register under the 35th section of the Companies Act, 1862, and insisted that the directors must either accept the transferee proposed to them or assign reasons for refusing, in default of which the Court would assume that they were acting capriciously or fraudulently. Strange to say Lord Romilly acceded to this argument, and it was left to the Court of Appeal to point out that such a ruling would entirely destroy the protection which the articles intended to extend to the members. To hold that directors who doubt the solvency or the respectability of a proposed transferee are to be compelled to publish to the world the doubts they entertain, is to hold that they are bound to expose themselves to the risk of an action on the part of the person who is affected by the imputation. The effect would be to render it impossible for the directors properly to exercise their power, and practically to strike the discretion clause out of the articles.

COMMON LAW.

Measure of Damages.

Roper v. *Johnson*, C.P., 21 W. R. 384, L. R. 8 C. P. 167

In *Brown* v. *Muller* (21 W. R. 18, L. R. 7 Ex. 319) it was decided that where there is a contract for successive deliveries, and the party under obligation to deliver repudiates the contract, and an action for non-delivery is brought after the expiration of the whole time, the measure of damages will be the difference of price at the expiration of each successive period, notwithstanding that the repudiation occurred before any of the deliveries became due. It was there contended that what the buyer was entitled to was the sum he would have lost in replacing the repudiated contract elsewhere at the time of the repudiation; but the Court held that he was not bound to make any such attempt, or to incur any such new risk; that he was not bound to accept the repudiation at all, and could claim damages upon the ordinary footing. There the plaintiff had not elected to treat the repudiation as a breach, but had waited till the expiration of the time before bringing his action; it, therefore, still remained open to argument whether the same consequence would follow if the buyer treated the repudiation as a breach, and sued upon it at once. That point was raised in the present case, and the Court of Common Pleas have held that the plaintiff suing upon the repudiation, and therefore anticipating the time for performance, need only show the difference of price at each successive period, and thereupon entitles himself to damages assessed on that footing. But it must be observed that this decision has a very different effect from that in *Brown* v. *Muller*. In the latter case evidence was given that the plaintiff might at the time of repudiation have replaced the contract at a very small loss; but the Court held he was not bound to do so. Here, where the plaintiff accepted the repudiation, and sued immediately, no evidence of that kind was given by the defendant; and all that the decision amounts to is, that the evidence given by the plaintiff was good *primâ facie* evidence of his loss, and that it was for the defendant to produce any evidence which showed that the loss would have been mitigated if the plaintiff had concluded another contract. But that such evidence might have been produced by the defendant seems fully admitted by Keating, J., as well as by Cockburn, C.J., in delivering the judgment of the Court of Exchequer Chamber in *Frost* v. *Knight* (20 W. R. 471, L. R. 7 Ex. 111, quoted by Keating, J.) Brett and Grove, JJ., admit the same, but with more reserve; the former quoting words from the judgment in *Frost* v. *Knight*, from which he draws the inference that it would not be enough merely to show that it was possible for the plaintiff to get a substituted contract, but that it must be shown that prudence required him to do so; the latter thinking that the defendant must have shown that the plaintiffs could "without extraordinary trouble" have entered into such a contract—meaning, apparently, that the plaintiff could not be required to search the market for it. This decision seems to put the matter upon a reasonable footing, and to be in accordance with authority. It is sometimes said that damages for breach of contract are to be estimated with reference to the time of breach, which is usually right, but the fuller and more correct statement is that they are to be estimated with reference to the time when the contract ought to be performed, and is not. Channell, B., points out the distinction well when he says, in *Brown* v. *Muller* (L. R. 7 Ex. 324), "the time when the contract is broken is one thing, the time when it is to be performed is quite another." As to the difficulty of assessing damages, when the action is brought before the time for performance, nothing need be said about it, it is as old as *Hochster* v. *De la Tour* (1 W. R. 469, 2 E. & B. 678); the difficulty rarely arises, in fact, because, although the action may be brought before the time for performance arrives, it is rarely tried until that time is past. But buyers (or sellers) who wish to be plaintiffs must be careful how they act when they elect to treat a repudiation as a breach, for it may well happen that the defendant may succeed in showing that as prudent men they ought to have made a new bargain; and this may make a great difference where, after an early repudiation, the prices fall, and then rise again towards the close of the period of performance.

Railway Company—Negligence.

Nicolls v. *Great Southern and Western Railway Company*, C. P. (Ir.), 21 W. R. 387.

Gee v. *Metropolitan Railway Company*, Ex. Ch., 21 W. R. 584, L. R. 8 Q. B. 161.

There is no reason to hope that anything like certainty will ever be reached in the branch of law which relates to the adjustment of the *quantum* of care or negligence which may be displayed respectively by a railway company and its passengers, or rather, to the estimate of what sort of conduct is reasonably careful and what sort negligent. Nevertheless we shall probably in the course of time possess a series of cases relating to every portion of a railway carriage and of a station, and to every act of sitting, standing, or going which any railway servant or any passenger can commit.

In the first of the above cases a question arose very similar to that which was determined in *Siner* v. *Great Western Railway Company* (17 W. R. 417, L. R. 4 Eq. 117), and *Bridges* v. *North London Railway Company* (19 W. R. 824, L. R. 6 Q. B. 377), against the passenger; and in *Cockle* v. *South Eastern Railway Company* (18 W. R. 759, L. R. 7 C. P. 321) in his favour. The train stops short of or overshoots the platform; a passenger alights and is injured: who is to blame? The company

for inducing or compelling the passenger to alight in a dangerous place; or the passenger for wilfully and unnecessarily alighting there? What will entitle the passenger to think the place a safe one? Will any amount of inconvenience in remaining justify him in getting out if the place is not a safe one, and if so, how much? Must he do all he can to get a safe place, or may he without imprudence accept a certain amount of danger, and if so, how much? Up to what point does the risk of the danger lie upon the company, and when does it shift to himself? "It has been argued," says Brett. J., in *Adams* v. *Lancashire and Yorkshire Railway Company* (17 W. R. 884, L. R. 4 C. P. 739), "that no amount of inconvenience, if there be no actual peril, will justify a person in incurring danger in an attempt to get rid of it. I confess I am not prepared to go that length. I think if the inconvenience is so great that it is reasonable to get rid of it by an act not obviously dangerous, and executed without carelessness, the person causing the inconvenience by his negligence would be liable for any injury that might result from an attempt to avoid such inconvenience." This observation, adopted as it has been in the Queen's Bench and in the Exchequer Chamber, seems to state the matter reasonably, and as clearly as in the nature of the case it can be done; and it may probably be relied on as an accurate statement of the law. This view also seems to have been adopted by the Common Pleas in Ireland in *Nicolls* v. *Great Southern and Western Railway Company*, where, after waiting for a reasonable time for the train to back, the plaintiff attempted to alight in an awkward place, and in doing so met with an accident. In delivering the judgment of the Court Lawson, J., referring to the observation of Bramwell, B., in *Siner's case*, that the plaintiff might have argued in the same way if the train had stopped against the parapet of a bridge, and that "the difference of the cases is only a difference in degree; the principle is the same in both," observes that "the answer is, there is no principle, it is all a question of degree." This does not quite hit the point; it is, no doubt, all a question of degree; but there are differences of degree which make differences of kind; and Brett, J., seems to state the matter better when he draws a distinction between what is and what is not "obviously dangerous."

In *Gee's case* the great point decided was, that it is *primâ facie* evidence of negligence in a railway company that the carriage door is unfastened during the transit, and that as a passenger is entitled to suppose the door to be fast, he may without negligence act on that assumption. We have commented elsewhere upon another point raised by this case.

SHIPPING—DANGER OF CAPTURE—REASONABLE DELAY.

The "San Roman," P.C., 21 W. R. 393, L. R. 3 A. & E. 583.

This case establishes a further rule as to the course of action which should be adopted by the master of a vessel whose nation is engaged in naval hostilities. The *San Roman* (a German ship), during the Franco-German war, put into Valparaiso for repairs. When the repairs were completed she was unable to put to sea by reason of French cruisers hovering in the neighbourhood. In a suit for damages brought by the owners of cargo, the delay was held to be justified on the facts, and in delivering the judgment of the Judicial Committee, Mellish, L.J., said, "The learned judge of the court below has laid down that 'an apprehension of capture founded on circumstances calculated to affect the mind of a master of ordinary courage, judgment, and experience, would justify delay;' and their Lordships are of opinion that that is a correct statement of the law of England." He added, however—"This is not a case where the master has refused to perform the contract at all. No doubt, if the voyage had been abandoned, then it would have been necessary to show that he had been actually prevented from performing it; but this is merely a question whether there was a reasonable cause for delay." This is a little obscure. In commenting (16 S. J. 422) on the *Teutonia* (20 W. R. 421, L. R. 4 P. C. 171) we pointed out that the ground of decision, which turned on the words "safe port," would have been equally applicable to a case which turned on the words "restraint of princes," and that if the captain was justified in not entering a port which was safe in fact, because he had reasonable ground for thinking it otherwise, he must have been equally justified in acting on the reasonable belief that a "restraint of princes" existed, although in fact it did not. And if the effect of his so acting was to render the prosecution of the voyage practically impossible, as in *Geipel* v. *Smith* (20 W. R. 332, L. R. 7 Q. B. 404), it would seem to follow that he would be justified in abandoning the voyage. No doubt Blackburn, J., seems, in *Geipel* v. *Smith*, to have inclined to a contrary opinion; but it was unnecessary then, as it was also in the present case, to determine the point, and we cannot but think that the decision in the *Teutonia* has laid down principles which very reasonably qualify, to some extent, the strictness of the old cases. On principle, it is difficult to see why delay should be any more excused by an erroneous opinion than abandonment; doubtless the grounds which would justify abandonment will be very different from those which justify delay, but the difference cannot reasonably be placed in the circumstance of the truth or falsity of the opinion as proved by the event.

It may further be observed that in the present case the Court adhered to the principle adopted in the *Teutonia*, that the shipper of cargo in a foreign ship can only require the owner to act as he would do with respect to cargo of his own nation; and also that a question raised in argument, as to whether the case ought to be determined by English or German law, became immaterial, from the fact that the rules of the two systems coincided.

WATERCOURSE—RIPARIAN PROPRIETOR.

Holker v. *Porrett*, Ex., 21 W. R. 414.

This case is a very important sequel to *Nuttall* v. *Bracewell* (15 W. R. C. L. Dig. 125, L. R. 2 Ex. 1). There, distinguishing the case from *Stockport Waterworks Company* v. *Potter* (3 H. & C. 300), the Court held that the diversion of part of the water of a stream through a goit, so as to supply a mill situated upon the banks of the stream, was in substance a division of the stream into two parts, so as to allow of the owner of the mill claiming riparian rights in respect of the water passing through the goit. In the judgment of Channell, B. (in which Pollock, C.B., concurred), the distinction is thus pointed out. "If a riparian proprietor grants to some one, not such a proprietor, a right to abstract water from the stream, as in the *Stockport Waterworks case*, I think the grantee can sue only the grantor for any interference with him. If, however, two adjoining riparian proprietors agree to divert the stream, so that it shall run in two channels instead of one, the water passing again into the old stream below their land, and flowing down to the lower proprietors as before, the case is, I think, different. What is done is apparent to all, and any use that may be made of the new stream, as to turn a mill, for instance, is as apparent as if the mill were upon the old stream." Bramwell, B., who had dissented from the decision in the *Stockport case*, put his judgment on a broader footing; and apparently thinking the case to be within the *Stockport case*, but considering himself relieved from the authority of that decision by the fact that the judges who had pronounced it held otherwise, he concurred in the judgment, substantially repeating the reasons which had induced him to dissent from the earlier decision. It still remains to be seen whether the *Stockport case* will be supported if a similar case comes to be argued in the Exchequer Chamber, but in the present case (which is, we believe, under appeal) it does not seem that it will be necessarry to carry the

argument to the length of questioning that decision. The facts here were, that from a time beyond memory the stream had been partially diverted from its course, but had, after serving certain purposes, been allowed to dissipate itself over the ground—lately the diverted portion had been carried on in a continuous channel till, after being used for the purposes of a mill, it fell again into the stream from which it had been drawn. The case, therefore, was in some respects stronger than *Nuttall* v. *Bracewell* the Court treated the immemorial diversion as a distinct stream; and regarded the subsequent operations as equivalent to the draining of a swamp or marsh, by drawing into a single course the water which had formerly entered it and remained there in a stagnant condition. This appears a reasonable view, but as no similar case is to be found in the reports, the present decision deserves attention.

NOTES.

The correspondence on the questions raised by the Equity protests has added some useful points to the discussion.

"An Equity Barrister," writing to the *Times* of Tuesday, points out that "the *a priori* objections to allowing an appeal from the Court of Session to English lawyers are far stronger than any which can be brought against admitting Common lawyers to join in exercising a Chancery jurisdiction; yet Scotch advocates may often be heard to say that their best law comes from the House of Lords." With reference to the "spirit and tradition" of Equity jurisprudence, to which the junior Equity Bar refer, and which he says Mr. Heuming, who claims to be their mouthpiece, insists upon "with all the solemn eloquence of an ancient Gnostic," he remarks that the notion "springs from the common error of confounding what is merely vague and indefinite with what is in its nature subtle. There was a time when the power of the Chancellor was undefined, and, indeed, indefinable; his mission was to correct the faults and supply the deficiencies of the Common Law, to do justice whenever justice could be obtained from no other authority. That time lies centuries behind us." "The truth is," he adds, "that the rules of Equity are now as definite, as technical, as fixed, I may say as thoroughly fossilized, as are those of the Common Law. There is no more use in going before a Vice-Chancellor than before the Queen's Bench without a case, or at least the *dictum* of a text-writer, in your favour. Equity Judges may constantly be heard regretting their inability to do more complete justice, and suggesting an amendment of the law by Parliament; and where the wrong is grievous Parliament makes the amendment, as it did the other day by the Custody of Infants Act. Equity has not developed any new department of law of late years, except to some extent that relating to Companies; and this may be paralleled by the Common Law development of the Law of Insurance."

"A Common Law Barrister," dealing with the assumption that the Common Law bench, trained under a system of narrow technicalities, have neither the capacity to appreciate nor the will to carry out the doctrines of Equity, draws attention to the circumstance that when "the Common Law Procedure Act, 1852, reformed pleading from top to bottom, and swept away nine-tenths of the technicalities which had been the glory and delight of the existing judges, no one suggested that the bench must be cleared of men trained up as special pleaders. The judges loyally carried out the reform, and made no attempt to revive special demurrers or replications *de injuria*. The Common Law bench had the sense to surrender technicalities which they had admired. Why should they scout equitable doctrines, which many of them, with the Lord Chief Justice at their head, have long desired to introduce into their courts?" As to the alleged perversity of the Common judges in refusing to make any use of the equitable jurisdiction conferred by the Common Law Procedure Act of 1854, he says, "The Common Law Procedure Act, 1854, under which alone the judges could act, is a defective piece of legislation. It provides the courts with no machinery for putting in force the jurisdiction given them. It does not authorise them to hear equitable claims, and, therefore, in the very interests of justice, necessitates some limitation on the right to raise equitable defences. Every action must, after, as before, the Act, end in a judgment that is a decision absolutely in favour either of the plaintiff or of the defendant. Hence the Court could hardly deal with a defence which, in fact, showed that both parties were somewhat in the wrong. You cannot mould a judgment, as you can an order or decree, to meet the justice of the case. The judges themselves felt the need of wider powers. In 1860, through the mouth of Lord Campbell, they applied to Parliament for an extension of their equitable jurisdiction. Their application was, in the main, refused, 'in consequence,' writes an eminent lawyer 'of the extraordinary opposition offered by persons connected with the Courts of Chancery.'"

The *Albany Law Journal*, citing our recent note upon *Phillips* v. *Silvester* (*ante*, p. 364), says:—"The decisions upon this subject in America are not numerous, but are in conformity with the law of England. In *Smith* v. *McCluskey* (45 Barb. 610) it was held that, under an executory contract of sale of real property, while the vendor retains possession and the right of possession, a loss by the destruction of the buildings by fire must fall upon him. In *McKechnie* v. *Sterling* (48 Barb. 330) it was held that an absolute contract for the sale of an interest in land, authorizing the purchaser to take immediate possession, the consideration to be paid on demand, vests in the purchaser the equitable interest in the land the moment it is executed and delivered; and the destruction of a building on the premises by fire after the making of the contract is no defence to an action for the purchase money, the purchaser being the owner thereof, and having immediate right of possession. In *Mott* v. *Coddington* (1 Rob. 267; S. C., 1 Abb. N. S. 290) it was held that a stipulation, either in a deed of real property or in a separate instrument executed by the vendor and vendee, and not merged in the deed, that the vendor shall retain possession for a time, does not render the premises at the risk of the vendor, and he is not liable for a loss by fire before delivery of possession."

A very alarming rule has been laid down in New York and some other States with reference to implied promises of marriage. It appears to be held that long bestowed and particular attentions, having apparently an honourable object, furnish sufficient evidence from which the jury may imply a promise of marriage. One of the most recent cases in which this question arose was that of *Homan* v. *Earle*, tried in the City Court of Brooklyn some months ago before Judge Neilson. The testimony adduced, says the *Pacific Law Reporter*, showed that the defendant began his attentions with an apparently honourable object soon after his wife died, and continued them for a period of several months, when it was discovered that he was about to be married to another lady. The plaintiff testified that he never asked her in words to marry him, and he never promised in words to do so. The jury were charged as matter of law that, if there was a meeting of minds of the parties, as an engagement, from the attentions, demonstrations and circumstances, the implied contract had been proved.

In the case of *Booth* v. *Shadgett* the Court of Queen's Bench, on Saturday, decided that a trader could not be convicted, under 22 & 23 Vict. c. 56, s. 3, for using a spring balance which gave seventeen ounces to the pound avordupois. The justices, in convicting, said that the balance might on some occasion be used for the purpose of buying goods, and that it was therefore unjust. Mr. Justice Blackburn, however, said that the Acts were for the protection of purchasers; and he thought it very unlikely that the buyer would use his own scales.

At the Greenwich Police Court a few days ago Mr. Maude decided that the managing clerk to a firm of solicitors, who was an admitted attorney but had not taken out a certificate, might appear and conduct proceedings.

Lord Selborne is to preside at the 50th anniversary banquet of the Oxford Union Society.

REVIEWS.

The Statutes in Force Relating to the Poor Laws, to Boards of Guardians, District School and Asylum Managers, Overseers and the Local Government Board, together with Digests of the Decisions of the Courts upon each Statute. In two volumes. By WILLIAM CUNNINGHAM GLEN, Barrister-at-Law. London: Shaw & Sons, Fetter-lane, 1873.

This is a publication which must be of the greatest possible value to all parish officers and administrators of the Poor Law, and of considerable value also to all lawyers whose practice only necessitates an occasional reference to the subject it embraces. A branch of the law which is purely statutory is usually best treated chronologically, and that is the method adopted here. The work is not called a new edition, but it is, in fact, a republication in an altered and improved form, and with the additions necessary to bring it down to the present time, of a work published by Mr. Glen in 1857. The former work, however, only contained references to cases, without any statement of the points decided. A supplementary volume published in 1864, contained a digest of Poor Law cases at the end of the volume, and now a digest of cases on each section is placed at the foot of the page where the section is printed. There is a full index as well as a table of statutes and a table of cases. The statutes given are not only those which relate directly to the Poor Laws, but also those which relate in any way to the miscellaneous duties imposed on guardians and overseers, with the exception of statutes coming under the head of Sanitary Laws. For the latter, Mr. Glen refers to another work of his, "The Public Health and Local Government Laws," of which we last year reviewed the sixth edition. The two books together make a complete compendium of the law relating to the duties of parish officers, and of officials in similar positions. It is needless to observe that no opinion can safely be formed upon any point of law coming within the scope of this work without a reference to the very words of the statutes by which the law has been created, and, therefore, no text book can be so valuable as a collection of the statutes, with suitable assistance in the way of notes, references, and indices.

Mr. Glen's collection of the statutes is very complete, and his notes and references are fairly so. He errs much more in inserting what is unnecessary than in omitting what is required; and this is a fault on the right side, which ought not to be severely criticised.

For the sake rather of assisting in the improvement of future editions than of detracting from our readers' estimate of the practical value of the present one, we will draw attention to a few minor defects. The first and perhaps the most serious one relates to the place in the work at which particular cases are to be found. By far the greater part of the 3,680 cases digested in the work are decisions on some particular statute, and are, therefore, easily placed. The point decided in each case is given shortly, and the decisions on each statute are arranged chronologically in a note to it. This arrangement is extremely convenient for all such cases; but there are a considerable number of cases which do not apply directly to one particular statute, and these Mr. Glen has obviously found a difficulty in placing. The cases relating to general principles of rating are properly enough placed under 43 Eliz., and there also a general digest of the case law on rating may be found. The decisions on this statute not, as in other places, arranged all together in strictly chronological order, but are arranged under appropriate headings, as "Rating Bridges," "Rating Docks," "Rating Railways," &c.

So far nothing could be better; but when we get to settlement cases, and those on some other subjects, the classification is not so good. Thus, to give one instance out of several, the great bulk of the cases given under statutes 3 & 4 W. & M. c. 11, and 8 & 9 Will. 3 c. 30, might almost, if not quite, as appropriately have been given under one statute as under the other. A reader, finding several pages of cases on settlement by hiring, might reasonably think that he had found the bulk of the cases on the subject, when, in fact, there is to be found another instalment of similar cases a few pages farther on. What is really wanted in such cases is a cross reference at each statute to the cases placed in the notes to the other. Mr. Glen, however, appears to confine his references to the statutes bearing upon each other, and not to extend them to the cases. To give complete references from one case to other similar ones would probably have been an impossible task; but it might have been done from the group of cases under one statute to the similar group under another. It is as well also to point out that the notes are strictly a digest, and include cases which have been in effect overruled by subsequent ones, which may be found printed below them in the chronological order.

We have said that some statutes are unnecessarily given. Amongst others we may mention statutes creating local exemptions or exceptions, such as those relating to Plymouth Dockyard, Binstead, Exmoor, the Forest of Dean, and the like. Mr. Glen very usefully includes the statutes relating of the Registration of Parliamentary Voters for the guidance to overseers in making out the lists; but it was unnecessary to give the eleven pages of registration sections in the Reform Act of 1832, which were all repealed by 6 Vict. c. 18, section 1. This repeal is not noticed, nor is the repealing section printed, although the substituted sections are. Acts relating to evidence generally might have been omitted. One section of an Act of 1 Anne (cap 12 in the Record Commissioners' edition, but cap. 18 in Ruffhead's edition), relating to bridges in highways, is somewhat unnecessarily given. Again, an Act of 21 Jac. 1, cap. 12, relating to "pleading in contentious suits, &c.," which has been partially repealed, is given, but the note calling attention to the repeal is inaccurate as to the extent of the repeal. At page 941, in a note (*c*) to 12 & 13 Vict. c. 103, s. 20, there are some inaccurate references, which seem to have been inserted in a wrong place. In one instance (an utterly unimportant one) Mr. Glen has been misled by the intricacies of a parliamentary draftsman. The curious feat having been performed of excepting one exception out of several exceptions in a former Act, which were re-enacted by 15 & 16 Vict. c. 36, Mr. Glen has been betrayed by the involution of the process into printing the exception upon the exception which does not relate to Poor Law, instead of the re-enactment of one of the exceptions which does.

All the points to which we have thus called attention will be seen to involve rather trivial inaccuracies, which are somewhat difficult to detect. The practical value of the work depends a good deal upon the frequency with which such errors occur, but a rather careful scrutiny of it leads us to the belief that although such small slips are by no means unfrequent in those parts which are of no great importance, yet that upon the notes and references to the more important statutes much greater care has been bestowed, and consequently in these a creditable degree of accuracy has been attained. The author has evidently (as, indeed, he tells us in his preface) inserted any statutes as to which so much as a doubt could be entertained whether they related to the Poor Law or to the duties of guardians and overseers, but he has not thought it necessary to bestow so much care upon revising those parts of his work which he has only inserted with hesitation as upon the parts to which he expects frequent reference to be made. What is worth doing at all is, however, usually worth doing well, and as we confidently expect a rapid sale for the work, we look to see in the next edition that some of this doubtful matter is either excised or more carefully revised.

The Election of Representatives, Parliamentary and Municipal. By THOMAS HARE. 4th edition. Longmans, 1873.

This new edition of Mr. Hare's treatise on representation appears at an opportune moment. While there is at present no such violent demand for the further extension of the suffrage, or for a further redistribution of seats, as would render immediate legislation necessary or even practicable, there is sufficient agitation to show that the Reform Bill of 1867 cannot be looked upon as a final settlement of our representative system. We shall, therefore, do well to employ the interval of quiet for a more thorough and philosophical investigation of the subject of representation than will be possible when it has again become the battle-ground of political parties.

In such an investigation one of the first points to be

considered is the present mode of election by majority voting. Why are little more than half the electors of a constituency allowed to nominate all the representatives? Why should the choice of representatives, whenever there is any difference of opinion, be necessarily a contest between two parties for all or nothing? Of course, when a number of men have to make a law, or decide upon some course of action, the decision must rest with the majority; but this does not apply when electors have to send representatives to the law-making or deciding assembly. Then the various parties among the electors ought each to contribute its representative or representatives to take part in the debates and divisions of the assembly. The late Sir G. C. Lewis observed, in a valuable article in the *Edinburgh Review* (vol. c.), which Mr. Hare refers to more than once, but apparently without being aware who the writer was, that "the principle upon which the constitution of the House of Commons is founded is not the representation of the opinions of a mere majority of the people, but the representation of the opinions of the entire people."

The limited vote in three-cornered constituencies introduced by Lord Cairns into the Reform Bill of 1867, and the cumulative vote subsequently applied to School Board elections, are the simplest and best known of the substitutes for majority voting designed to meet these new views. Mr. Hare, both in his text and Appendices L, N, and O, gives much interesting information as to the progress these methods have made, particularly in the United States; but the principal part of his book is devoted to explaining and advocating another method for securing the proportional representation of the different sections in a constituency—viz., preferential voting, which all who have studied the subject admit to be theoretically perfect; and the practicability of which, at any rate on a small scale, has been proved, both in Denmark—where it has been in use ever since 1855, and is employed both for the election of one legislative chamber and for electing committees in both chambers—and by some elections held at Harvard University, Massachusetts, reports as to which will be found in Mr. Hare's Appendix M.

But whether it would be practicable to apply the method, as Mr. Hare proposes, to the election of 658 members, by all the electors of the United Kingdom voting as a single constituency, seems to us extremely questionable, and it is unfortunate that, by making this an essential part of his scheme, he renders the scheme much more difficult to understand and realise. The constituencies to which preferential voting is applied in Denmark have from three to seven members apiece, and Mr. Morrison's Proportional Representation Bill of last session proposed to apply it to constituencies with from three to fifteen members apiece.

Mr. Hare does not confine himself to Parliamentary elections. One of the most useful chapters of his book is devoted to the election of local governing bodies, a subject which the promised legislation as to local taxation, and for placing the whole metropolis under a single municipal governments renders specially interesting and important at present.

Sessional Work.—Up to the present time the number of Acts passed in the session which commenced on the 6th of February is 86, of which 25 are public and the others local and private statutes.—*Times.*

Common Law Judges and Equity.—Bovill, C.J., in replying to the toast of "The Members of the Judicial Bench" at the Lord Mayor's banquet on Wednesday, said he believed he represented the general feeling—at all events his own—when he said, with Lord Mansfield, that the judges liked law most when it was like equity; and he trusted the day was near at hand when the reproach on our existing system which that saying implied would no longer exist.

Lyttelton.—The Rev. J. H. Bourley, rector of Frankley, near Birmingham, appeals for subscriptions in aid of the restoration of the Church of Frankley. He says:—"The parish church of Frankley is historically connected with the celebrated judge, Sir Thomas Lyttelton, 'the English Justinian.' He was born and resided in the hall close to it; he attended its services; and his portrait in the Inner Temple Hall was copied from one in the east window. As this church, which is about to be restored, is closely connected with so distinguished a member of the legal profession, I venture to ask if you will kindly contribute to its Restoration Fund."

GENERAL CORRESPONDENCE.

Mr. Edwin James.

Sir,—Will you be good enough to find space in the next issue of the *Solicitors' Journal* for the enclosed correspondence?

You will probably not object to do so, as the subject to which it relates is one in which members of the legal profession take an interest. John V. Longbourne.

26, Lincoln's-inn Fields.

26, Lincoln's-inn fields, London, 24th May, 1873.

Sir,—At the meeting of the Incorporated Law Society, held on Wednesday, the president was good enough to allow me to call attention to a statement contained in the *Law Times* of the 17th inst., by which it appeared that Mr. Edwin James was taking steps to be admitted as an attorney and solicitor, and that facilities for that purpose had been afforded to him by the judges, "by making an order relieving him from the necessity of passing the preliminary examination."

In answer to my question "Whether, so far as the council of the society were aware, there was any foundation for the statement contained in the *Law Times*, and, if so, whether the council had taken, or proposed to take, any, and what, action to prevent the admission of Mr. Edwin James as an attorney and solicitor," I understood the president to state first, that no such order as mentioned in the *Law Times* had been made by the judges, Mr. Edwin James being, by virtue of his having been called to the Bar, exempt from passing the Preliminary Examination; and, secondly, that no opportunity would be afforded of opposing the admission of Mr. Edwin James into our branch of the profession until he presented himself as a candidate for the intermediate examination which articled clerks are required to pass.

Both before and since the meeting I have mentioned the subject to members of the Law Society, and, so far as my inquiries have extended, I believe it to be the unanimous opinion that, as public attention has been called to the intentions of Mr. Edwin James, the Incorporated Law Society will fail to discharge the duty it owes to the legal profession and the public, unless such steps are at once taken as may be necessary to inform the public that the society will use every means in its power to prevent the admission into our branch of the profession of a person whom the judges have, within the last three months, pronounced to be unfit to practise at the Bar, for conduct, of which had a solicitor been guilty, he would have been struck off the Rolls.

It seems to me that the most fitting mode of doing this is, that the council of the governing body of the society should summon a special meeting of the society at which such resolutions as are suitable to the circumstances of the case would be passed.

I shall be obliged if you will take the earliest opportunity of bringing this letter under the consideration of the council, and will let me know what course is, in their judgment, the proper one to pursue.—I am, dear sir, yours truly. John V. Longbourne.

E. W. Williamson, Esq.,
Incorporated Law Society.

Incorporated Law Society, Chancery-lane,
London, W.C., June 4, 1873.

Dear Sir,—I am directed by the council to acknowledge the receipt of your letter of the 24th ult. upon the subject of a paragraph which has recently appeared in the *Law Times* with regard to Mr. Edwin James.

The council desire to inform you that the subject of your communication has already been under their consideration, and that they will give the matter their serious attention when it has been ascertained that any articles Mr. Edwin James may have entered into have been registered at the Queen's Bench Office.

E. W. Williamson, Secretary.

John V. Longbourne, Esq.,
26, Lincoln's-inn-fields.

[We believe that up to yesterday (Friday) evening, Mr. James's articles had not been registered at the Queen's Bench Office.—Ed. *S. J.*]

COURTS.

COURT OF BANKRUPTCY.

(Before Mr. Registrar ROCHE.)

May 6.—*Re Frazer.*

A debtor having filed a petition for liquidation, the creditors at the first meeting resolved to accept a composition payable by fixed instalments, and secured by the promissory notes of the debtor. By the terms of the resolution a trustee was appointed, and to him the debtor handed the promissory notes. One of the creditors, being in ignorance of the fact that the trustee held the notes, levied an execution upon the debtor's effects shortly after the first instalment of the composition became due.

Upon application by the debtor for an injunction to restrain proceedings,

Held, that upon tender being made to the execution creditor of the amount of the first instalment further proceedings should be restrained.

This was an application on behalf of a debtor who had filed a petition for liquidation by arrangement or composition, under which a resolution for the acceptance of a composition had been duly registered, for an injunction to restrain proceedings under an execution levied by one of the creditors.

The petition was filed in October, 1872, and at the first meeting the creditors resolved to accept a composition of 6s. 6d. in the pound, payable by three equal instalments on the 22nd March then next, the 22nd July, and the 22nd November. Payment of the composition was to be secured by the covenant of the debtor, and by promissory notes payable to the respective orders of the creditors, and by the resolution Mr. Baggs, an accountant, was appointed trustee for payment of the composition. At the second meeting the creditors confirmed the resolution they had already passed, and the same was duly registered. Notice of the first meeting was sent to the whole of the creditors, and promissory notes for the amount of the composition were handed to the trustee, and by him delivered to all the creditors who made application for them, but it did not appear that any promissory note was delivered to the creditor sought to be restrained, and he stated he had no knowledge of the fact that Mr. Baggs held the notes.

The debtor in his affidavit stated that it was part of the arrangement with the creditors that a deed should be prepared embodying the terms of the resolutions; that such deed was prepared, and approved of on behalf of the creditors, and it contained a covenant by the debtor to deliver to the trustee promissory notes within seven days after registration, and the notes were delivered accordingly. He stated also that he was not aware that it was his duty to tender the notes to the creditors; he believed the object to be to ensure delivery of the notes to the trustee, and having done that he believed he had done all that was necessary. On the 9th April execution was levied upon the debtor's effects at the suit of one of the creditors, and until that day the debtor was unaware of the circumstance that the creditor had not received the promissory notes, or that the first note had not been presented at his banker's, with whom he had provided funds for the purpose of meeting all the notes upon their arrival at maturity.

The creditor sought to be restrained attended the first meeting of creditors, and voted in favour of the resolution then passed.

Bagley in support of the application.—To allow one creditor to sweep off the whole of the assets under an execution would be grossly unjust. The debtor had performed substantially everything that was necessary. He had provided the money to meet the notes. If the debtor did all he could to comply with the terms of the resolution, that was sufficient: *Edwards* v. *Coombe*, 21 W. R. 107, L. R. 7, C. P. 519. It was enough that the debtor expressed his willingness to pay, and a creditor could not be allowed to set aside a resolution by any evasion on his part: *Ex parte Hemingway*, 20 W. R. 572. He also cited *re Hatton*, 20 W. R. 978, L. R. 7 Ch. Ap. 723.

De Gex, Q.C., and *Doria* for the execution creditor. The composition was a matter personal to the creditor, and the debtor was bound to tender it. *Ex parte Hartel*, 21 W. R. 428, though at first sight an authority against the execution creditor, was really in his favour.

Mr. Registrar ROCHE.—In that case the action was brought before petition for liquidation, and after resolution for the acceptance of a composition the creditor proceeded to judgment and levied an execution. There the creditor was restrained.

De Gex.—In the recent case of *Ex parte the Paper Staining Company re Bishop* (unreported), Lord Justice Mellish said the payment of the composition was a matter personal to the creditor. He also cited *Crawley* v. *Hilliary*, 2 M. & S. 120; *Fessard* v. *Muguier*, 13 W. R. 388, s c *sub nom. Fessard* v. *Muguier*, 18 C. B. N. S. 286; *Hazard* v. *Mare*, 9 W. R. 252, 6 H. & N. 435.

Mr. Registrar ROCHE said that in the present case the creditor had deliberately assented to the proposed arrangement, which could not be set aside without disturbing the rights of the other creditors. Therefore, it was not a question simply between the creditor and the debtor, and it appeared that all the other creditors had been paid. So far as the debtor was concerned all the formalities in reference to the composition had been complied with, excepting only the actual tender of the composition, and if one creditor was permitted to stand aside or neglect to obtain his composition there would be an end of all arrangements of that nature. The justice of the case would be met by allowing the amount of the composition to be tendered at once to the creditor; proceedings under the execution to be thereupon restrained.

Solicitors for the debtor, *Hillyer, Fenwick & Co.*

Solicitor for the execution creditor, *Yorke.*

COUNTY COURTS.

DEWSBURY.

(Before Mr. Serjeant TINDAL ATKINSON, Judge.)

May 22.—*Re Akeroyd, in liquidation.*

Reduction of amount of creditors' proof by trustee—Sub-letting contract—When sub-contractor bound by penalties in principal contract—Effect of notice—Waiver.

It depends upon notice and knowledge of the terms of a contract which has been sub-let whether the sub-contractor is bound by the penalties in it for non-delivery or non-performance of its terms. Where a Government contract for the supply of a large number of blankets was sub-let, and before entering into it the sub-contractor had access to the terms of the tender and contract, then lying at the Government offices.

Held, that he was bound by the penalties to which the principal contractor was liable in consequence of the sub-contractor's default.

His HONOUR, in delivering judgment, said:—This case comes before me in the form of an appeal from the decision of the trustee of the debtors, Messrs Atkinson and Sons, of Heckmondwike, whose estate is in liquidation, by which he (the trustee) has reduced a proof for a debt of £700 3s. 11d. to £100. The facts, so far as they are material for the judgment of the Court in this case, are, that the creditors, who constitute a firm of army and government contractors, trading under the name of Hebbert and Co., in London and Leeds, in reply to an advertisement issued by the India Office on the 1st of December, 1871, for tenders for a supply of blankets, made a tender to furnish 11,219 blankets, 5,600 at 11s. 9d., and 5,619 at 12s. each. The conditions, which were printed, contained stringent provisions, one of which, in the event of non-delivery at the expiration of the times named in the contract, imposed upon the contractor a time penalty of 7 per cent. on the whole amount of the contract of £6,600. Before sending in the tender, on the 11th of December, 1871, the creditors, on the 9th of that month, obtained from the debtors a contract, marked B in the exhibits attached to the affidavits in the case, in which the debtors engaged to make and deliver according to specification and pattern "No 528," "East India Office blanket, 11,219 blankets 90 by 72, 5lbs. 12oz each, one half at 11s. 9d., and the other at 12s. each—2½ per cent. to be allowed upon passing inspection." The tender sent in by the creditors was accepted by the India Office. The dates for the delivery of the specified numbers of blankets during the months of February, March, April, and May were the same in both contracts. Soon after the 14th December, 1871, a sample blanket was made by the debtors and sent to the creditors, which sample blanket was passed by the superintendent of the India House and retained,

and which it was admitted contained no cotton. The debtors sent parcels of blankets from time to time, in the whole 3,103, out of which 97 only were accepted, among the grounds alleged for rejecting the larger number the authorities at the India Office stated they contained an admixture of cotton, and also in other respects differed from the sample. Early in July, 1872, the debtors were in money difficulties, and ultimately, in order to carry out their contract, the creditors procured the blankets to be made by Messrs. Cardwell and Son at a cost of 12s. each. The creditors claim for the time penalty in the contract, which they state has been enforced by the India Office, namely, 7 per cent. upon £6,661, £466 5s. 11d.; and a further sum of £233 18s. for the difference in price paid to Cardwell and Son, including in this sum loss as profits of 2½ per cent., agreed to be allowed to them by the debtors, namely, £233 18s., making altogether the sum of £700 3s. 11d. This sum so claimed, the trustee, Mr. Firth, has reduced to £100, and I am asked, under the provision of the Bankruptcy Act, 1869, to review and vary this decision. With regard to the contest in this case, namely, the previous knowledge of the debtors of the contents of the printed tender sent in on the 11th of December by the creditors, on the existence of which knowledge at that time the question of their liability to time penalties turns: after a careful consideration of the conflicting statements in the affidavits and examinations, I have come to the conclusion that Arthur Atkinson, one of the debtors, and his firm through him, were aware of the printed conditions contained in the tender of the creditors, and that the contract of his firm of the 9th was framed upon them. The words "we herewith engage to make and deliver according to specification and pattern No. 528, East India Office blanket," preceded, as they were, by the fact that he went to the India Office before the contract was signed, and obtained a cutting of the pattern blanket, leaves no room in my mind to doubt but at that time—having the opportunity—he, in fact, did avail himself of it to learn the stipulations and terms of a contract in which his firm were to be so materially interested. Although it is not conclusive, yet the circumstance is not without importance—namely that the only interest the creditors had in taking the contract was the 2½ per cent. on the amount—a sum, in my belief, too inconsiderable to induce them to run the risk of the penalties which the non-delivery of the blankets would incur. This being my view of the facts relating to the debtors having notice of the terms and conditions of the contract into which the creditors were about to enter with the India Office, it is unnecessary to inquire into what took place as to the substituted sample blanket which contained cotton. It is admitted that there has been a breach of contract by the debtors, but it is contended by Mr. Learoyd, on behalf of the trustee, that the debtors in this case are only responsible for the damages that arise out of the breach of their immediate contract between them and the creditors, and not for any damages they may suffer as between them and the India Office—in other words, for the breach of a contract to which they are not parties. *Prima facie*, damages which actually result from a breach of contract are reasonable, provided that they are such as may fairly and reasonably be considered as arising directly and naturally, that is to say in the ordinary course of things, from such breach of contract. But when the damages sought to be recovered are not those which in the ordinary course of things would naturally arise, but are of an exceptional nature, arising from special and peculiar circumstances, it is clear that in the absence of any notice to the defendant of any such circumstances such damages cannot be recovered: *Horn* v. *Midland Railway Company*, 21 W. R. 481, L. R. 8 C. P. 132. There can be no doubt but that the penalties in the present case were of an exceptional character, and that, unless the debtors had such notice of them as to amount to evidence of an actual contract to bear such an exceptional loss, they would not in law be liable. But I find here, as a fact, that the special circumstances under which the creditors made the contract with the India Office were known to the debtors, and that the result of the dealings between them at that time, in substance as in fact, amounted to a subletting of the creditors' contract to the debtors, with the notice to the debtors of the special damage which would result to the creditors from the breach by the debtors of their contract with them. The rule is laid down in *Hadley* v. *Baxendale*, 2 W. R. 302, 9 Ex. 344, namely, that when the special circumstances under which a contract is actually made are communicated by the plaintiffs to the defendants, and thus become known to both parties, the damages resulting from the breach of such contract, which they would reasonably contemplate, would be the amount of injury which would ordinarily follow from a breach of contract under these special circumstances, so known and communicated. But it is contended on behalf of the trustee that the fines in this case have been waived by the India Office receiving the blankets after the fines had been incurred; but I am of opinion there has been no condonation or waiver in this case by them, and that an action for this particular breach of the contract could be maintained, even though in other parts the contract had been performed, the 7 per cent. being the liquidated damages agreed to by the creditors in default of delivering the blankets in time. The affidavit of Charles Flower states that the India Office has actually deducted and retained from the creditors the sum of £466 5s. 11d. for fines arising out of the breach of this contract, no portion of which has been remitted. But even if this had not been so, the case of *Randall* v. *Roper*, 6 W. R. 445, E. B. & E. 84, decides that a liability or unsettled claim is recoverable as damage. Lord Campbell, in giving judgment in that case, said—"But then it is said that here there has only been a claim, no action having been brought or any sum paid. It would be a great hardship if we were to say that the liability to pay damages was not enough to enable the plaintiffs to recover, and no case can be found in which it has been decided that there must be more than a liability." I am clearly of opinion, from the fact and authorities, that the creditors are entitled to prove on the debtors' estate for the £466 5s. 11d., and also for the further sum of £233, which includes the difference in the price of the blankets supplied by Cardwell & Son, and the loss of the 2½ per cent. which would have been the creditors' profit upon the whole transaction, had the debtors not failed in carrying out their contract. The result of my judgment is, that the creditors are to prove upon the debtors' estate for the sum of £700 3s. 11d., the creditors and the trustee to have their costs of this application paid out of the estate.

Solicitors for the creditors, Messrs. Hebbart & Co., *Chadwick & Son*, Dewsbury.

Solicitors for the trustee, *Learoyd & Learoyd*, Huddersfield.

PARLIAMENT AND LEGISLATION.

HOUSE OF COMMONS.

June 5.—The *Juries Bill*.—The House went into Committee on this Bill, and resumed the consideration of its provisions at clause 5.—Mr. Hardy moved the insertion, in line 8, after "schoolmasters," of "schoolmasters of public schools, professors, and college tutors resident in Universities to which they belong."—The Attorney-General objected to these exemptions. Every class ought to be liable to serve on juries, excepting where it was plainly for the public interest that it should not. The amendment, however, was carried by 70 to 55.—Mr. Hinde Palmer moved to insert an amendment exempting the officers of both Houses of Parliament. After some conversation, the amendment, with the addition of the words "during the Session of Parliament," was agreed to. Exemptions moved in favour of justices of the peace for any county or borough, mayors and town clerks of boroughs, town councillors, borough magistrates, and the town clerk and treasurer, so far as relates to any jury summoned to serve in such borough, or in the county where such borough is situate, were rejected.—Colonel Barttelot moved an amendment for the purpose of exempting members of the Royal College of Veterinary Surgeons actually in practice. After much discussion the amendment was reluctantly accepted by the Attorney-General. An amendment having for its object the exemption of the general managers of railway companies was negatived.—Mr. Crawford proposed the exemption of the Governor and Deputy-Governor of the Bank of England, and on a division the amendment was carried by 88 to 57. Motions that the members of the

Mersey Docks and Harbour Board, the Commissioners of Income Tax and aldermen of the city of London, be exempt were rejected.—Mr. Osborne Morgan moved to insert after the words exempting the members of the Executive Government, "any person who can neither understand, read, nor write the English language." It was a common thing in Wales to summon jurors who could not understand the evidence of English witnesses or the charge of an English judge.—Mr. Lopes asked whether the overseers were to institute an examination in order to ascertain whether or not a man really understood English, and could read and write it. The amendment was withdrawn. A motion to substitute 60 for 70 as the limitation of age was rejected.

Upon clause 7, Mr. Gregory moved an amendment providing that, when a man was liable to serve in the borough or county in which his place of business was situated, he should not also be liable to service in respect of his place of residence.—The Attorney-General did not see why, because a man might reside apart from his place of business, he should be exempted from also discharging the duties of juryman in the county in which he lived. Upon a division the amendment was rejected by 46 to 16. Clauses 8 to 28 were agreed to.

On clause 29, Mr. Alderman Lawrence suggested amendments in the proposed machinery for making up the jury lists for the city of London. He moved the rejection of the clause, with a view to proposing the substitution of a new clause at the proper time, embodying the amendments he suggested.—The Attorney-General opposed the amendment.—Mr. James said the select committee, after hearing the hon. alderman and his witnesses, found that juries had been getting worse and worse in the city. Indeed, they would not bear comparison with the commercial juries which at one time were so eminent for their ability. The amendment would leave the selection of jurors in London without any proper control. On a division the clause was agreed to, as were also the following clauses to clause 40. Clause 41 was negatived.

On clause 45, Mr. Magniac moved an amendment, with a view of transferring the expense of jury lists from the poor rate to the Consolidated Fund.—The Chairman informed the hon. member that a proposal throwing a charge on the public revenue required the Queen's consent to be signified, and it was also requisite that the House should go into committee for the purpose.—Mr. Goldney suggested that the hon. member might propose the omission of the words in the clause referring to the poor rate, leaving the Government to provide other means of defraying the charge.—Mr. Magniac adopted this suggestion.—Mr. Sclater-Booth, Mr. Goldney, Mr. Lopes, Mr. Craufurd, and others supported the amendment, and protested against imposing the charge on the local rates while the general question remained unsettled. Mr. Gladstone opposed the proposal as a mode of snatching a decision on the general question. Ultimately progress was reported.

Law Agents (Scotland) Bill. The House went into committee on this Bill. Clauses 1 to 5, after being amended, were agreed to.

The *Juries (Ireland) Bill* passed through committee.

Landed Estates Court Ireland.—The Marquis of Hartington brought in a Bill to reduce the number of judges in the Landed Estates Court in Ireland.

SOCIETIES AND INSTITUTIONS.

INCORPORATED LAW SOCIETY.

The following circular has been issued by the committee of which Mr. Finch is chairman:—

Dear Sir,—The circular issued by the Council of the Incorporated Law Society, as well as the full report contained in the "Solicitors' Journal" and the "Law Times" of the proceedings at the special general meeting, held on the 21st inst., will have informed you that the amendment proposed by Mr. Carpenter and seconded by Mr. Lewis was carried by a small majority; the numbers being 166 in favour of and 159 against it. The meeting was, after the division, adjourned until Wednesday, the 11th June, at 2 p.m., when Mr. Carpenter's amendment will, as the first business, be proposed as a substantive resolution.

To this resolution, which proposes that in every year a certain number of the retiring members of Council shall be ineligible for immediate re-election, the committee will give their determined opposition. The only justification alleged in its favour is the want of sufficient moral courage on the part of the members of the society to enable them, except under a system of compulsory retirement, to select the best members to supply vacancies in the Council. The resolution, if carried, will practically operate so as to cause periodically the arbitrary expulsion from the Council of its most experienced members, and will impose upon the society a restriction to which no representative body of similar character and importance has ever been subjected.

The evil against which Mr. Lewis's attack was directed—namely, the matter-of-course election of members of the Council—resulted from the system of individual election by personal voting, established by the original bye-laws of the society. The remedy has now, the committee with much confidence submit, been effectually provided, through the new system of election by voting-papers suggested by them, and embodied by the Council in the new bye-laws.

Under that system, every member will be enabled, without pressure or partiality, to form an intelligent and deliberate judgment upon the merits of the candidates, and to vote or abstain from voting for whom and as he may think best. It appears reasonable to urge the society to give a fair trial to a system appealing to the intelligence of its members before laying down a rigid and arbitrary rule of disqualification, which Mr. Lewis, its principal advocate, admits to be an evil, and to be justified only by the impossibility of devising any adequate alternative remedy. A strong argument in favour of such a trial is to be found in the fact that the supplemental charter will secure that at least ten new members shall this year be added to the Council.

The subject is one of vital importance to the future government and influence of the society; and the ultimate decision upon it should be distinctly and unequivocally pronounced. The committee, therefore, very earnestly invite your personal attendance in the hall of the Law Institution on Wednesday, the 11th June, at 2 p.m.—We are, dear sir, yours very truly,

ARTHUR E. FINCH, *Chairman.*
May, 1873. BENJ. G. LAKE, *Hon Secretary.*

Names of members who voted in favour of Mr. Carpenter's amendment:—Messrs. E. Anderson, J. C. Asprey, F. M. Attree, R. F. Austin, T. Atkinson, S. Alcock, jun. (Sunderland), J. R. Adams, W. J. D. Andrews, J. E. Anderson, W. A. Blaxland, J. Boodle, T. H. Bolton, G. B. Batchelor, W. F. W. Bird, A. D. Bird, T. Barker, W. A. Boyle, G. Beattie, W. Bohm, E. K. Blyth, A. Bird, G. Brown, F. W. Blake, E. Bagley, J. Battcock, H. M. Burt, E. Broad, J. C. Barnard, G. W. Chinery, R. Carter, G. F. Cook, A. B. Carpenter, J. R. Cover, T. Coombs, D. Clarke (High Wycombe), A. B. Cowdell, W. G. Coventon, H. Cosedge, W. Carpenter, W. W. Comins, W. Chubb, H. De Jersey, R. Dawbarn, jun. (March), H. A. Deane, S. J. Daw, T. H. Devonshire, G. W. Digby, H. Dunn (Darlington), S. J. Debenham, J. Ellerton, G. E. Emmet, W. Easton, J. E. Fox, C. Ford, G. D. Freeman, H. Fluker, J. Fluker, C. Goddard, C. A. Govett, W. Gresham, R. Gole, W. Geare, C. R. Gibson (Dartford), W. Green (Worthing), W. S. Gard, jun. H. W. Gray, J. P. Godfrey, W. C. Galloway, O. S. Goody, W. C. Hall, J. W. Howlett (Brighton), C. Harcourt, S. W. Hopwood, J. Hales, E. F. B. Harston, H. Hill, F. T. Hall, J. Harwood, S. Harrison, E. Hedger, T. M. Harvey, R. Hunter, R. Hewlett, T. Johnston, J. H. Jonas, J. H. Kays, T. R. Kent, T. D. Keighley, J. Kendal, E. Kimber, H. Kimber, H. Letts, R. B. Lowndes, E. Low, A. Lee, J. S. Longden, A. C. Lewis, C. E. Lewis, M.P., J. W. Lambert, D. T. Miller, J. Miles, F. Miller, W. T. Manning, J. M. Mason, J. Mote, T. W. Marchant, D. Miller, A. S. Munns, E. Mote, F. K. Munton, A. D. Michael, H. Murray, H. W. Nethersole, W. A. Oliver (Sunderland), A. R. Oldman, T. H. Oldman (Gainsborough), E. Pope, R. Pattison, W. H. B. Pain, R. H. Peacock, J. W. Proudfoot, W. Pilcher, H. W. Purkis, W. T. Pritchard, T. A. Phillips, A. J. Pritchard, C. J. Partington, J. Randall, J. R. F. Rogers, J. R. Ripley, A. C. Sadler, F. R. Syms, J. S. Salaman, W. A. Smith, J. H. Scott, N. S. E. Steinberg, W. H.

Scott, H. J. Smith, D. Stock, H. Stevens. F. C. D. Smyth, A. R. Steele, S. Smith (Chester), H. Tyrrell, J. Tucker, J. Treherne, A. Turner, E. Tillyard, J. Vallance, T. Walter, W. Wood, S. Woodbridge, G. B. Wheeler, W. M. Wilkinson, W. H. Withall, H. W. Willoughby, H. V. Wing, R. W. Wall, T. A. Woodbridge, G. Whitcombe (Gloucester), G. S. Warmington, T. Yeo. And four illegible names. Total, 166.

Names of members who voted against Mr. Carpenter's amendment:—Messrs. A. Anstie, J. Aldridge, W. Allen (Worcester), W. W. Aldridge, C. Bailey, T. Beaumont, H. R. M. Belward, T. P. Borrett, H. Brown, H. H. Burne, J. P. Bird, F. T. Bircham, W. F. Baker, A. Bell, E. A. Bennett, J. H. Bolton, L. J. Berger, W. F. B. Brandreth, E. F. Bigg, S. Bircham R. P. Cator, H. Cobb, G. A. Crowder, J. Cross, J. M. Clabon, G. F. Cooke, W. S. Cookson, J. Cole, jun., T. P. Cobb, W. D. Cooper, G. Cowburn, C. C. Druce, E. Dalton, S. Day, F. G. Davidson, R. Dalrymple, C. Evans, E. W. Eyles, C. C. Ellis, H. J. Francis, W. J. Farrer, W. Flower, W. W. Farrer, B. Field, A. R. Ford, W. Ford, A. J. Finch, E. A. Finch, T. G. Groves, W. Godden T. G. Gibson (Newcastle-upon-Tyne), T. M. Gepp (Chelmsford), C. Graham, S. Gedge, C. Harrison, jun., J. W. Holme, T. Horton (Birmingham), H. P. Horne, W. Hitchins, E. Hoare, W. Hale, S. Harris (Leicester), G. F. Hudson, G. J. Johnson (Birmingham), W. J. Jarrett, F. H. Janson, C. E. Jones, J. B. Kelly, J. H. Knott, J. Kingsford, G. Keen, J. Laxley, J. Letts, P. de L. Long, E. E. Lake, B. G. Lake, W. Lovell, N. T. Lawrence, C. Longbourne, J. V. Longbourne, J. C. Leman, G. E. Lake, W. E. Moore, E. S. Mounsey, E. D. Mellor, R. S. Mason, R. Mills, H. Mason, R. Metcalfe, J. O. Meadows, J. B. Monkton, W. Maples, P. Nelson, R. R. Nelson, F. Ouvry. F. N. Oliver, W. H. Oliver, A. Peachey, J. Patrick, F. Peake, F. Parker, H. Potter, E. T. Payne (Bath), T. Paine, J. Patten, W. B. Paterson, R. Pennington, R. J. Patten, T. S. Preston, J. A. Radcliffe, F. M. Russell, A. J. Riddle, A. Ryland (Birmingham), J. W. Russell, P. Roberts, P. Rickman, C. Rivington, T. Rawle, E. B. Squire, W. A. Sharpe, H. S. Styan, G. D. Stibbard, S. Steward, A. L. Syms, W. E. Shirley, H. Snow, R. Smith, F. N. Steward, H. Tayler, F. J. Tucker, E. Tompson, J. D. Tomson, J. P. Tatham, C. F. Tagart, A. S. Twyford, H. Thorn, F. T. Veley (Chelmsford), F. Venn, W. G. Wilde, A. White, T. Waterhouse, W. M. Walters, J. C. Wootton, E. Y. Western, J. Williamson, jun., J. T. Withers, W. Williams, C. P. Wilmer, F. T. Woolbert, C. R. Williams, H. T. Young, J. Young, and seven illegible names. Total, 159.

The following important circular has also been issued to the members of the society:—

Dear Sir,—At the adjourned meeting, which is to be held on Wednesday, the 11th instant, at 2 p.m., the amendment which was moved by Mr. Carpenter on the 21st ultimo, and was then carried, will, as the first business, be submitted as a substantive resolution.

With the view of obtaining a decisive expression of opinion, and of enabling the meeting to dispose of the other business without another adjournment, it has been suggested, and so far as we can do so we adopt the suggestion, that there shall be no speeches upon this resolution; that a division shall be taken as soon as possible; and that the decision arrived at shall be accepted as conclusive.

We have, therefore, to request the favour of your personal and punctual attendance, and are,—Yours very truly,

A. B. Carpenter. Arthur Finch.
C. E. Lewis. Benj. G. Lake.

7th June, 1873.

UNITED LAW CLERKS' SOCIETY.

The forty-first anniversary festival of this society was held on Wednesday evening, the 4th inst., at the Freemasons' Tavern, under the presidency of the Lord Chancellor. Amongst the company were Mr. Manisty, Q.C., Mr. H. F. Bristowe, Q.C., Mr. Little, Q.C., Mr. G. Lake Russell, county court judge, Mr. Bagshawe, Mr. Westlake, Mr. Hemming, Mr. Montague Cookson, Mr. Lumley Smith, Mr. J. Mellor, Mr. Vaughan Hawkins, Dr. Thompson, Mr. F. Bircham, Mr. Leach, Mr. Holdship, Mr. Merivale, &c., &c.

The musical arrangements were under the efficient management of Mr. Chaplin Henry, and gave great satisfaction.

Grace having been sung, the usual loyal toasts of "The Queen," and "The Prince and Princess of Wales, and the rest of the Royal Family," were proposed by the Chairman, and drunk with the accustomed enthusiasm.

"The Army, Navy, and Auxiliary Forces" was next proposed by the Chairman, and responded to by Major Bayliss, of the Inns of Court Volunteers.

After a fine solo on the trumpet by Mr. Harper,

The Lord-Chancellor rose to propose the toast of the evening, "Prosperity to the United Law Clerks' Society." This was a toast which no doubt suggested the same feelings, though perhaps in a different order, to all who heard it. To those who had attained the highest rank in the legal profession it came most natural to think of the unity which bound together all the various classes of men who were engaged in the great work of the administration of justice—a work so great that no words of his could ever express its magnitude or momentous consequences to society. In a political sense it was, he believed, the chief of all the bonds which united national society together; it was that which all men, except the comparatively few criminals who were the subjects of its operation, felt to be their mainstay against every kind of wrong and oppression, and which all looked up to with reverence and respect. In this great work they were all called upon to co-operate, and it was incontestible that the work could not be done by judges, by barristers, by attorneys or solicitors, or by the clerks who served them, unless each and all in their several departments entered in some measure into a right conception of the nature of the duties devolving upon them. And if in some respects those who had to begin at the beginning might seem to perform somewhat lower functions, yet, looking to their numbers, and to the indispensable nature of the work they had to do, he ventured to say that their share was not, on the whole, the least important. Judges, barristers, and solicitors all came in personal contact with law clerks, and could, therefore, appreciate their high qualities. Speaking for himself as a barrister, in which occupation he had had some considerable experience, his own clerks deserved more thanks and commendation than he could easily bestow upon them. One in particular, now gone, was amongst the best and most faithful friends he ever had, and to him he was indebted in no small degree for the power of discharging honestly and efficiently the duties he undertook. Those still living who succeeded him were trained in his school, and rendered like services with equal efficiency and faithfulness. As was his own experience, so he had no doubt was the general experience of the bar of England. Turning to the clerks of solicitors, his knowledge of them, though not inconsiderable, was not altogether of the same kind. He had seen them discharging duties, requiring perhaps a higher degree of cultivation and greater attainments, with not less fidelity and integrity; and looking back upon a not very brief career, he must say he admired the manner in which the clerks of attorneys and solicitors, as a general rule, discharged the duties confided to them. He believed the experience of judges who had been attended by this most honourable body of men had been the same, and he hoped the spirit of which these examples proved the prevalence amongst the body to which so many of his auditors belonged would always prevail. It was founded on principles of honour and duty, and God grant that such principles might always prevail in every branch of the legal profession. It would not be surprising to any one that the festival of this society and its prosperity should have great interest for all those who had great experience of the law, or a share of its successes. For many years he had felt that interest, and on many former occasions had been present at these anniversary meetings. It was a pleasure to him to be there on that occasion, and he only wished the report he held in his hand presented matter of unmixed congratulation. On the whole, however, he thought there was nothing in it which need be discouraging. There was that which showed the great usefulness and importance of the society, and the great benefit which a not inconsiderable number of the meritorious members of the profession, now no longer able to continue their labours, had received and were receiving from it. But one thing he could not help observing in connection with this report—namely, that, as far as the experience of the past year went, the increase of claims upon the society seemed to

be in a greater ratio than the diminution of prior claims, and therefore, although there was a considerable sum of £49,720 odd invested as the capital of the society, yet, on the other hand, not less than the income of £23,430 was required to defray the present annuities. As every additional annuity of £36 required the income of £1,000 of capital, or thereabouts, it was evident that at the present state of increase, unless some prudent modification were made in the rules of the society, or its funds were greatly augmented, there might be a possibility of some future failure, which he believed nobody present would permit any one to anticipate. These were mysteries which the ordinary mind was not quite able to comprehend, and it appeared that some members of the society, being captivated by the attractive appearance of the surplus capital, exceeding by £26,000 the amount of which the income was required for the present annuities, thought perhaps that greater benefits might be allowed to the members; but, in accordance with the words of the song which he saw was about to follow, "Calm, oh calm these trembling fears," the society had taken the very proper course, before augmenting any of their benefits, of consulting the Government actuary, Mr. Finlaison, who appeared to have taken a different view of the position of the society from that of the sanguine members to whom he had referred. That gentleman had advised that, not only could the benefit not be increased, but that the amount of superannuation was too large already, having regard to the present capital, and that either the present allowances must be reduced or the capital very largely increased. The society, he was glad to find, was endeavouring to meet this difficulty by the necessary alterations of its rules. This was a very laudable endeavour, and certainly he should not be doing his duty as chairman if he did not say that, after such a report, the first duty incumbent on the members of the society was to put their shoulders to the wheel, and take care that by a prudent alteration of the rules, or in some other way, there should at no time be any risk of the expenditure overtaking the income. At the same time he was sure all present would sympathise with him in calling the attention of the guests, and of all persons outside whom the echoes of that meeting might possibly reach, to these facts, and to the necessity for the capital being very largely increased. He should be very glad indeed to hear that the friends of the society, co-operating with such prudent changes as the members might make in their rules, would so help them that, the capital being increased, any reduction of the superannuation allowances might be made as small as possible. He begged to conclude by proposing, with the greatest cordiality and sincerity, "Prosperity to the United Law Clerks' Society."

The Rev. Dr. VAUGHAN proposed the health of "The Patrons of the Society" in a brief but appropriate speech, which was acknowledged by the Lord Chancellor. He thanked the Master of the Temple for the kind manner in which he had spoken of the heads of the legal profession, and rejoiced to know that the heads of all the courts of law in England united in expressing their interest in the society, and their confidence in its members, and the principles upon which it was conducted.

GEO. LAKE RUSSELL, Esq., proposed the health of the Chairman. Coming to the Bar with a first-rate reputation from Oxford, he at once entered upon full business, and very speedily became Q.C. and leader of his court. As Solicitor-General, he had most important and anxious duties to perform at the time of the American war, and he considered it was a godsend to England that she had such an adviser at such a time. Referring to the time when the Lord Chancellor, then Sir R. Palmer, declined the woolsack from conscientious objections to the disestablishment of the Irish Church, he advised all his hearers to follow so good an example, and concluded by proposing the health of the first Lord Chancellor who had, whilst holding office, presided on such an occasion.

The Lord CHANCELLOR, in responding, referred to his efforts at Geneva last year, which, though unsuccessful, were the best he could offer, and said he rejoiced to find that a man's services to his country were not always judged by their material results.

The list of subscriptions and donations was here announced by the Secretary, amounting to about £400.

Mr. F. BIRCHAM proposed the toast of "The Bench, the Bar, and the Profession," which was responded to by Mr. Manisty, Q.C.

The "Honorary Stewards," proposed by Mr. Westlake, acknowledged by Mr. Montague Cookson, "The Trustees," proposed by Mr. Merivale, acknowledged by Mr. Arnold White, and the "Ladies," by Mr. Kennedy, concluded the list of toasts, and the company did not separate until a late hour.

SOLICITOR'S BENEVOLENT ASSOCIATION.

The usual monthly meeting of the Board of Directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday last, the 4th June instant. A sum of £65 was distributed in grants of assistance to the necessitous widows and families of deceased solicitors, six new members were admitted to the association, and other general business transacted.

LAW ASSOCIATION.

At the usual monthly meeting of this society, held on Thursday, the 5th inst., grants were made to the widows and families of deceased members amounting to £1,200, and to the widows and families of deceased non-members amounting to £72 10s. One new member was elected, and other general business was transacted.

FOREIGN TRIBUNALS & JURISPRUDENCE.

AMERICA.

SUPREME COURT OF CALIFORNIA.

Gambert v. *Hart.*

An attorney is bound to use ordinary skill and care in the course of his professional employment. He must use for his client such skill, prudence, and diligence as lawyers of ordinary skill and capacity commonly possess and exercise.

Opinion by Crockett, J.; Belcher, Rhodes, Niles, JJ., concurring.

The Court below did not base its decision in favour of the defendant on the ground that he had not been retained by the plaintiff to conduct the defence of the action of *Quivey* v. *Gambert*. On the contrary, it directly appears from the opinion of the Court (which escaped our attention at the former hearing, because it formed no part of the printed transcript as already filed, but was only a transcript copy subsequently permitted to be filed) that the defendant was retained, and did, in fact, conduct the defence of that action. Nor does the Court find that the defendant conducted the case with proper skill, care, and diligence, but that he conducted it "honestly to the best of his knowledge and ability," and that it was undoubtedly a mistake, if not a blunder, to present the motion for a new trial without a certified statement." The Court, however, held that this mistake or blunder did not injure the plaintiff, for the reason that under the law as it has been previously expounded by this Court, the judgment in *Quivey* v. *Gambert* was correct and would not have been reversed on appeal; and that, therefore, the plaintiff suffered no damage by reason of the mistake or blunder of the defendant, which prevented the motion of a new trial being heard on its merits. The Court further says that "afterwards the Supreme Court, in *Hahn* v. *Kelly*, without in express terms overruling the cases I have mentioned, changed its opinion of the law announced in them, and in consequence the judgment, through which the plaintiff claimed title to the property, and which, according to them, was void, became valid. The change, however, came too late for the plaintiff. He suffered from the preterlapsed law and could not have his rights readjudicated by that which was announced to take its place. The judgment against him was affirmed at the very term at which *Hahn* v. *Kelly* was decided." But if it be conceded that the decision in *Hahn* v. *Kelly* wrought the change imputed to it by the Court below, the conclusion by no means follows that the plaintiff might not have had the benefit of the alleged change in the opinion of this Court on a rule of law, provided his appeal had been brought here in such form that we could have considered it on its merits.

The appeal which the plaintiff presented was dismissed, it appears, at the same term at which *Hahn* v. *Kelly* was decided because of defects in the statement, which prevented us from considering the appeal on its merits. If we had been at liberty to look into the merits of the case, it may be that it would not have been decided until after the decision of *Hahn*

v. *Kelly*, or if decided before, the presumption is, it would have been decided in accordance with the principles announced in that case which was decided at the same time. The Court, therefore, erred in holding that the mistake or "blunder" of the defendant could not have resulted in a damage to the plaintiff. The Court having found that the defendant was retained by the plaintiff to conduct the defence in *Quivey* v. *Gambert*, and that he submitted the motion for a new trial without a certified statement to support it, in consequence of which omission the motion could not be considered on its merits in the court below, nor in the court on appeal, the only remaining question is whether this omission, if unexplained, constituted such negligence or want of skill as to render the defendant liable in damages. In actions of this character against attorneys the rule is well settled that when the facts are ascertained the question of negligence or want of skill is a question of law for the Court. But there is a considerable conflict in the authorities as to the degree of diligence and skill to which an attorney shall be holden and for which the law implies that he contracts with his client. In the English courts there have been cases decided by eminent judges in which the rule is laid down that an attorney is liable only for gross negligence, *crassa negligentia*, or for gross ignorance in the conduct of a cause resulting in a damage to the client (*Baikie* v. *Chandless*, 3 Camp. 17; *Purviss* v. *Landall*, 12 C. & F. 91; *Godefroy* v. *Dalton*, 6 Bing. 468).

The rule firmly established in this country, by weight of authority, is that an attorney is bound to use ordinary skill and care in the course of his professional employment.

In the late work of Sherman & Redfield on Negligence, section 212, it is said: "The true rule of liability undoubtedly is that an attorney is liable for want of such skill, prudence, and diligence as lawyers of ordinary skill and capacity commonly possess and exercise. This is the principle recognised in *Wilson* v. *Russ*, 20 Maine, 421; *Goodman* v. *Walker*, 30 Ala. N. S. 482; *Cox* v. *Sullivan* 7 Ga. 144, and numerous other American cases, and we think it is not only established by authority, but is founded in reason and justice.

Applying this rule to the present case, we are of opinion that upon the facts disclosed by record the defendant did not conduct the plaintiff's case with ordinary care and skill in submitting the motion for a new trial without a certified statement in support of it. The statute which had been in force for many years not only required such a statement, but there had been numerous adjudications of this Court showing the necessity of a statement of that character, in order to enable the Court to hear and decide a motion for a new trial in such a case as *Quivey* v. *Gambert* on its merits. That such a statement was necessary in such a case was well understood by this profession, and it had been for many years the practice to prepare such statements in similar cases. In omitting to perform his duty in this respect, the defendant, as the facts are here presented, was guilty of negligence, or betrayed a great want of skill in his profession.

Judgment reversed and the cause remanded for a new trial.—*Pacific Law Reporter*.

THE LEGAL RELATIONS OF PHOTOGRAPHY.

The development of the representative arts has greatly enlarged the boundaries of evidence. The rapidity and reliability of the photographic art is likely to render it pre-eminently useful in the prevention and proof of wrongs public and private, criminal and civil. The uses to which photography may be put in the identification of criminals, and thus indirectly in the prevention of crime, are well known. It has been asserted that the last objects which a dying man sees remain sufficiently long upon the retina of the eye to admit of being enlarged and preserved by photography. If this be true, in the case of a murdered man, the surrounding objects and persons in their actual attitudes may be ascertained. Although we have no case in which this scientific fact has been utilized in the identification of a murderer, such a use is by no means improbable in the future. In England it has been proposed, for the purpose of identification, to appoint a public photographer, whose duty it should be to take and preserve the likenesses of all persons residing in England, every five years; and also likenesses of all persons leaving the country. In the United States, it has been suggested that a person naturalized should have a good photograph of himself attached to the "paper," either by the official seal of the judge or commissioner, or by being impressed upon the paper itself by an official photographer. For the identification of persons, also, it has been suggested that indorsees of commercial paper should be required to exhibit the likenesses with the indorsements of the indorsers; that marriage certificates should have the photographs of the husband and wife attached; that all persons entering the army or navy should be photographed by an official photographer. For the purposes of accurate delineation, it has been suggested that the photographs of witnesses should be taken at various stages of the testimony, in their tranquil moods, and in their moments of excitement when under a searching cross-examination, so as to be used on appeal or in cases where the deposition of the absent witness has to be read to the judge or the jury; that an official artist should take the photograph of a testator in the act of signing a will, to give the external evidences of capacity; that the surroundings of a murdered man should be taken by an official artist; that in cases of riot, photographs of the riotous assemblage be taken at intervals for use in subsequent legal proceedings. And it has been intimated that photography may be so utilized as to take pictures of riotous persons in the night, by powerful lights thrown upon the scene. But whatever may be the varied public and legal uses to which photography may be put in the future, the art has already been recognized in our courts as being of considerable importance in the establishment of asserted facts. The reliability of photographic evidence must always depend upon the certainty and perfection of the art. Things transitory and non-producible, when represented by a process completely true and accurate in its results, can be proved by no better or more reliable method than such a representation. The human eye and memory may be easily conceived to be less likely to take and retain perfect images of an object, a person, a set of surroundings, than a photographic instrument. The superiority of photographs over mere hearsay evidence, and their claim to be the very best of secondary evidence, if not original evidence, is not unfounded, but altogether reasonable, and particularly scientific. Nevertheless, the Courts have not yet had the subject of photographic evidence long enough before them to arrive at a definite and uniform decision as to the kind of evidence which photographs deserve to be denominated. In the Taylor will case (10 Abb. N. S. 301) the surrogate said: "Those who are familiar with the details of photography are aware of the many circumstances that would have to be made subjects of affirmative proof. . . . . The refractive power of the lens, the angle at which the original to be copied was inclined to the sensitive plate, the accuracy of the focussing, and the skill of the operator and the method of procedure, would have to be investigated to insure the evidence as certain." In this case photographic copies of a signature were held not admissible to aid an expert as a basis of opinion as to the genuineness of the original signature. But this decision is not in conformity with *Marcy* v. *Barnes*, 16 Gray, 161, wherein it was decided that upon the issue of the genuineness of a signature, magnified photographic copies of this signature are admissible in evidence, accompanied by preliminary proof that the copies are accurate in all respects, except as to size and colouring; and that the opinion of an expert may be based in part upon such copies. In this case, Merrick, J., said—"Under proper precautions, in relation to the preliminary proof as to the exactness and accuracy of the copies produced by the art of photographers, we are unable to perceive any valid objection to the use of such prepared representations of original and genuine signatures as evidence competent to be considered and weighed by the jury." And this is the position taken by the New York Court of Appeals in *Ruloff's case*, 45 N. Y. 213, in which objection was taken to the admission of photographic likenesses of two persons found drowned. This objection was not sustained, the proper preliminary proofs of the mode of taking the pictures and their accuracy having been given. Potter, J., who delivered the opinion at general term, said: "It is the every day practice to use the discoveries in science to aid in the investigation of truth. As well might we deny the use of the compass to the surveyor or the mariner; the mirror to the truthful reflection of images; or spectacles to aid the failing sight, as to deny, in this day of advanced science, the correctness in greater or less degree depending upon the perfection of the machine and the skillful admission of light

to the photographic instrument, its power to produce likenesses; and upon the principle, also, that a sworn copy can be proved when an original is lost or cannot be produced, this evidence was admissible." (See *Albany Law Journal*, vol. 3, 186.) Although the authorities are few upon the evidentiary character of photographs, they are sufficiently decided to warrant the frequent admission of photography in court, to throw light upon obscure points. And there is great reason to predict that the importance of this art will be constantly increasing both in respect to the prevention and the proof of wrongs.—*Albany Law Journal.*

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

Trinity Term.

EXAMINATION OF STUDENTS OF THE INNS OF COURT.

May 16, 17.

HINDOO AND MAHOMMEDAN LAW, AND LAWS IN FORCE IN BRITISH INDIA.

The Council of Legal Education have awarded to Leigh Hoskyns, Alfred Nundy, and Paul Whalley, students of Lincoln's-inn, and to Anthony Patrick Macdonnel and Henry Vansittart, students of the Middle Temple, certificates that they have satisfactorily passed an examination in the subjects above mentioned.

GENERAL EXAMINATION OF STUDENTS OF THE INNS OF COURT,

Held on May 19, 20, 21.

The Council of Legal Education have awarded to William Douglas Edwards, student of Lincoln's-inn, a studentship of fifty guineas per annum, to continue for a period of three years; to James Mulligan, student of Gray's-inn, an exhibition of twenty-five guineas per annum, to continue for a period of three years; and to A. Alison, P. Baylis, E. F. Gladstone-Lingham, H. A. K. Hall-Dare, T. Von Donop Hardinge, E. Kenrick, C. P. Layard, T. S. Little, C. R. MacClyment, W. H. Macnamara, G. MacWatters, W. E. Maxwell, B. B. Mookerjey, N. C. A. Neville, R. K. Sen, Inner Temple; F. A. Carter, G. W. Cline, W. B. D'Almeida, R. Evans, L. Ghose, J. J. Gormully, J. T. Hughes, J. B. Hutton, D. J. Lewis, A. P. MacDonnell, A. Macmorran, L. O'Neill, F. Roxburgh, A. B. Stoney, D. Sturdy, R. Thomson, J. H. M. Weitbrecht, A. G. Whipham, W. Young, Middle Temple; J. J. Casie-Chitty, C. A. Cook, C. C. Dutt, A. Hopkinson, C. D. C. Lloyd, B. F. Lock, H. M. R. Pope, J. Russell, H. C. C. Wood, Lincoln's-inn; and B. L. Mosely, Gray's-inn, certificates that they have satisfactorily passed a public examination.

COURT PAPERS.

COURT OF CHANCERY.

NOTICE.—FURTHER CONSIDERATIONS.

The Lord Chancellor (for the Master of the Rolls) and the Vice-Chancellors have directed that in all causes to be heard before them for further consideration, two copies of the minutes of the decree, and the proper papers, be left by the plaintiff's solicitor with the officer of the court at least one day previously to the hearing.

EXCHEQUER CHAMBER.

Sittings in Error commence Saturday, June 14, and end Friday, June 27.

SUMMER CIRCUITS OF THE JUDGES.

The following summer circuits were fixed yesterday, viz.:—

WESTERN.—The Lord Chief Baron (Sir Fitzroy Kelly) and Mr. Justice Lush (in case Mr. Justice Lush, owing to the "Tichborne Trial," should be prevented from going this circuit, Mr. Baron Cleasby will go in his stead). Winchester, Friday, July 11; Salisbury, Friday, July 18; Dorchester, Wednesday, July 23; Exeter, Saturday, July 26; Bodmin, Saturday, August 2; Wells, Friday, August 8; Bristol, Thursday, August 14.

SOUTH WALES (Mr. Justice Grove).—Haverfordwest, Tuesday, July 1; Cardigan, Thursday, July 3; Carmarthen, Monday, July 7; Cardiff, Thursday, July 10; Brecon, Monday, July 18; Presteign, Thursday, July 31; Chester, Saturday, August 2.

HOME (Mr. Baron Martin and Mr. Baron Pigott).—Hertford, Thursday, July 10; Chelmsford, Monday, July 14; Lewes, Wednesday, July 16; Maidstone, Monday, July 21; Croydon, Monday, July 28.—*Echo.*

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, June 6, 1873.

3 per Cent. Consols, 92 xd	Annuities, April, '85 9⅞
Ditto for Account, July 2, 92⅝	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92⅛	Ex Bills, £1000, — per Ct. 2 dis.
New 3 per Cent., 92⅛	Ditto, £500, Do —2 dis.
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, —2 dis.
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ per Ct. (last half-year) 246
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	114
Stock	Caledonian	100	96½
Stock	Glasgow and South-Western	100	128
Stock	Great Eastern Ordinary Stock	100	41½
Stock	Great Northern	100	127½
Stock	Do., A Stock*	100	136
Stock	Great Southern and Western of Ireland	100	114
Stock	Great Western—Original	100	124
Stock	Lancashire and Yorkshire	100	149
Stock	London, Brighton, and South Coast	100	76½
Stock	London, Chatham, and Dover	100	22½
Stock	London and North-Western	100	143½
Stock	London and South Western	100	106
Stock	Manchester, Sheffield, and Lincoln	100	78
Stock	Metropolitan	100	71½
Stock	Do., District	100	32½
Stock	Midland	100	136
Stock	North British	100	68
Stock	North Eastern	100	161½
Stock	North London	100	120
Stock	North Staffordshire	100	71
Stock	South Devon	100	74
Stock	South-Eastern	100	108¼

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

An increase in the demand for discount on Wednesday led to the raising of the Bank rate to 7 per cent. The proportion of reserve to liabilities has fallen from 35 per cent. to 31½ per cent.

There was a slight fall in railway stocks on Tuesday, which, upon the raising of the Bank rate, became more decided, and many of the stocks were lower again on Thursday. A similar decline occurred in foreign stocks after the rise in the Bank rate was known. Austrian securities have risen, and French scrip, notwithstanding some slight fluctuations, continues to improve.

BIRTHS, MARRIAGES, AND DEATHS

BIRTHS.

LEDGARD—On June 2, at 1, Sumner-place, Onslow-square, S. Kensington, the wife of Frederic Thomas Durell Ledgard, Esq., Barrister-at-law, of a daughter.

MCKELLAR—On June 2, at 5, St. Michael's-gardens, Ladbroke-grove-road, the wife of Martin W. McKellar, Barrister-at-law, of a son.

PHILPOTT—On June 2, at Cranbrook, Kent, the wife of John Amherst Philpott, Solicitor, of a daughter.

SMITH—On May 30, at 2, Hope-park, Bromley, Kent, the wife of Horace Smith, Esq., Barrister-at-law, of a son.

MARRIAGES.

SALMON—GARRETT—On May 29, at Aldeburgh, Charles Edward Salmon, Solicitor, eldest son of the Town Clerk of Bury St. Edmund's, to Josephine Helen, youngest daughter of Newson Garrett, Esq., of Alde House, Aldeburgh.

STEVENSON—BENNETT—On June 3, at St. George's Douglas, Isle of Man, D. F. Stevenson, Esq., of the Inner Temple and Newcastle-on-Tyne, Barrister-at-law, to Eleanor Matilda, third daughter of J. G. Bennett, Esq., J.P., of Willaston, Isle of Man.

YATES—WYLDE—On May 29, at the parish church of Chiswick, Joseph Maghull Yates, of the Inner Temple, Esq., Barrister-

at-law, to Wilhelmina Elizabeth, eldest daughter of William Wylde, of Sulhamstead House, Chiswick, Esq.

DEATHS.

MONCKTON—On June 2, at Maidstone, Eliza Whitmore, wife of John Monckton, Esq., Solicitor and Town Clerk.

O'BRIEN—On June 2, at 57, Brunswick-road, Brighton, Michael William O'Brien, of the Temple and Midland Circuit, Serjeant-at-law, in his 60th year.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, May 30, 1873.

UNLIMITED IN CHANCERY.

Saint George Advance Fund Association, No. 59, 13, and 18.—Petition for winding up, presented May 28, directed to be heard before Vice Chancellor Bacon, on June 7. Roberts, Moorgate st, solicitor for the petitioner.

Saint Peter's College, Eaton square.—Vice Chancellor Bacon has fixed June 9 at 12, at his chambers, for the appointment of an official liquidator.

LIMITED IN CHANCERY.

Hertfordshire Brewery Company (Limited).—Petition for winding up, presented May 29, directed to be heard before the Master of the Rolls, on June 9. Hare, John st, Bedford row, solicitor for the petitioners.

Imperial Rubber Company (Limited)—Vice Chancellor Bacon has, by an order dated March 21, appointed Alfred Audrey Broad, 35, Walbrook, to be official liquidator.

Malting Company (Limited).—Petition for winding up, presented May 26, directed to be heard before the Master of the Rolls, on June 7. Kimber and Ellis, Lombard st, solicitors for the Company.

Radcliffe Investment Company (Limited).—Petition for the continuation of the voluntary winding up, presented May 28, directed to be heard before Vice Chancellor Bacon, on June 7. Shaw and Tremellen, Gray's inn square; agents for Watson, Bury, solicitors for the petitioners.

Tyne Oil and Cake Company (Limited).—Petition that the Company might be wound up by the Court, presented May 30, directed to be heard before Vice Chancellor Malins, on June 27. Thomas and Hollams, Mincing lane; agents for Daglish and Stewart, Newcastle-upon-Tyne, solicitors for the petitioners.

TUESDAY, June 3, 1873.

LIMITED IN CHANCERY.

Castell Carn Dochan Gold Mining Company (Limited).—Petition for winding up, presented May 31, directed to be heard before the Master of the Rolls, on Monday, June 23. Tooke and Holland, Bedford row; agents for Walker, Dolgelly, solicitor for the petitioners.

Limehouse Works Company (Limited).—Vice Chancellor Malins has, by an order dated May 23, appointed William Daniel Harding, 16, St. Paul's churchyard, to be official liquidator. Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Godden Styles Hare, 65, Basinghall st. July 7 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Wallasey Tramways Company (Limited).—Vice Chancellor Malins has, by an order dated May 21, appointed William Mayor, 97, Malpas road, New Cross, to be official liquidator. Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims to the above. Monday, July 14 at 12, is appointed for hearing and adjudicating upon the debts and claims.

Friendly Societies Dissolved.

FRIDAY, May 30, 1873.

Buriton Benefit Society of United Brethren, Infant Schoolroom, Buriton, Hants. May 24

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, May 30, 1873.

Beeley, George, Sheffield, Warehouseman. June 16. Beeley v Beeley, V.C. Wickens. Wake, Sheffield

Budd, Genevieve Leonora, Princes square, Bayswater, Widow. June 30. Budd v Budd, V.C. Malins. Bischoff, Great Winchester st buildings

Calvert, Nicolson, Upper Thames st, Esq. July 10. Phelips v Calvert, V.C. Malins. Western, Great James st, Bedford row

Sherborn, Sarah, Gloucester rd, Regent's park, Widow. June 25. Sloss v Holgate, M.R. Reece, Southampton buildings, Holborn

Swinford, John, Strode place Farm, Kent. June 30. Fothergill v Swinford, V.C. Malins. Callaway and Furley, Canterbury

Wittering, John, Paul st, Finsbury, Gent. June 30. Harcourt v McDougall, V.C. Wickens. Jennings, Leadenhall st

TUESDAY, June 3, 1873.

Dear, Charles, Kinnerton st, Wilton place, Licensed Victualler. June 27. Dear v Dear, M.R. Hobbes, Gray's inn square

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, May 30, 1873.

Adams, William Trask, Piddletown, Dorset, Yeoman. July 21. Leigh, Beaminster

Bolland, Dorothy, Ambleside, Westmoreland, Widow. Aug 1. Swinburne and Parker, Bedford row

Borradaile, Sarah, Winchester, Spinster. July 26. Lowless and Co, Martin's lane, Cannon st

Catherall, Edward, Downham rd, Islington, Solicitor. June 24. Harry Catherall, Baltic Saw Mills, Club row, Bethnal Green

Curtis, Rev Edward, Huggate, York. July 15. Barr and Co, Leeds

Eaton, Maria, Cheltenham, Gloucester, Widow. June 24. Winterbotham and Co, Cheltenham

Edmonds, John, Butler's Court, Gloucestershire, Gent. July 14. Mullings and Co, Cirencester

Felton, Thomas, Aston, Warwick, Glass Chandelier Manufacturer. July 12. Reece and Harris, Birmingham

Harding, Stephen Toghill, Stinsford, Dorset, Yeoman. July 1. Hewitt, Nicholas lane

Harries, Walter Willet, Hakin, Pembroke, Notary Public. June 16. Davies and Co

Harrison, John Bainton, Hayholme, York, Esq. July 5. Bainton, Beverley

Hilton, John, Bolton, Lancaster, Gent. July 1. Ramwell and Co Bolton

Hodgson, Joseph, Church row, Limehouse. July 14. French, Crutched friars

Hodgson, Mary Ann, Tunbridge Wells, Kent, Widow. July 1. Stone and Simpson, Tunbridge Wells

Ingram, Henry Albert, Nutford, Dorset, Farmer. July 21. Smith, Blandford

Jesson, Thomas, West Bromwich, Stafford, Esq. July 31. Wragge and Co, Birmingham

Kelly, Charles, Belle Vue, Finchley, Harmonium Manufacturer. July 10. Tromp, Essex st, Strand

Little, Thomas, Norcote, Gloucester, Gent. July 21. Mullings and Co, Cirencester

Macready, William Charles, Cheltenham, Gloucester, Esq. Aug 1. Winterbotham and Co, Cheltenham

Megginson, John, Ruston, York, Labourer. July 15. Moody and Co, Scarborough

Porter, Richard, Fareham, Southampton, Esq. Aug 1. Donnithorne, Fareham

Rickaby, Thomas, Gisborough, York, Farmer. June 24. Rawling, Gisborough

Skelton, George Hougham, Cheltenham, Gloucester, Esq. July 24. Winterbotham and Co, Cheltenham

Sweeting, John Spurden, Croydon, Gent. July 8. Hawks and Co, Borough High st, Southwark

Tucker, John Collier, Commander H.M.S. Columbine. July 13. Plummer and Fielding, Canterbury

Turrell, Mary, Twickenham, Widow. June 30. Robarts, Godliman st, Doctors' commons

Wackerbarth, George, Broadstairs, Kent, Esq. July 31. Howard and Gillespie, Old Broad st

Whiteway, Philip, Runcorn, Chester, Esq. June 28. Davies and Brook, Warrington

Wray, Samuel, Bradford, York, Mason. Rawson and Co, Bradford, within two months

TUESDAY, June 3, 1873.

Baldwin, George, Maidstone, Kent, House Agent. July 1. Hughes and King, Maidstone

Barker, Samuel Midgley, Bramley, near Leeds, Gent. July 1. Hopps, Leeds

Barlow, John, Rochdale, Lancashire, Common Brewer. July 2. Jackson, Rochdale

Bishop, Joseph, Alice Hurry, Fakenham, Norfolk. July 12. Fraser & Watson, Wisbech

Bostock, William, Ashby-de-la-Zouch, Leicester, High Bailiff. Aug 1. Smith and Mammatt, Ashby-de-la-Zouch

Bromilow, Joseph, Bolton, Lancashire, Licensed Victualler. July 1. Ramwell and Co, Bolton

Cadogan, George, Old Kent rd. Aug 1. Alsop, Great Marlborough st

Clench, William, Tyer's gateway, Bermondsey, Skin Salesman. July 7. Gibson, Dartford

Cron, Margery, Bolton, Lancashire, Spinster. July 1. Gordon, Bolton

Francis, Mary, Weybridge, Surrey, Spinster. July 1. Wansey and Bowen, Moorgate st

Freeman, Thomas, Edgbaston, Birmingham, Gent. June 30. Wood, Birmingham

Gocher, Elizabeth, Leytonstone, Spinster. June 30. Wilson and Son, Basinghall st

Hart, Betty, Bolton, Lancashire. June 30. Ryley, Bolton

Hill, Richard, York, Joiner. Aug 1. Cobb, York

Houlgate, George, York, innkeeper. July 21. Thompson, York

Hughes, John, Cynwyd, Merioneth, Draper. July 1. Hughes, Corven

Hunter, Frances Margaret, Tavistock st, Covent Garden, Widow. June 30. Willoughby, Lancaster place, Strand

Mann, James, Bolton, Lancashire, Provision Dealer. June 30. Ryley, Bolton

Marriot, Thomas, Wakefield, York, Innkeeper. July 1. Harrison and Son, Wakefield

Osborn, William, Fulham, Nurseryman. July 10. Walker and Co, Southampton st, Bloomsbury

Patrick, Joseph, Holburn, Northumberland, Farmer. July 5. Weatherhead, Berwick-on-Tweed

Pearce, Joseph, Llangarron Court, Hereford, Esq. July 1. Underwood and Knight, Hereford

Petherbridge, George, King's rd, Chelsea, Licensed Victualler. July 3 Angell, Guildhall yard

Robinson, Mary Ann, Guisborough, York, Widow. July, 15. James, Suffolk st, Pall Mall East

Ryley, Edmund, Bolton, Lancashire. June 30. Ryley, Bolton

Taylor, Henry, Preesall, Lancashire, Gent. July 1. Charnley and Co, Preston

Thompson, Dorothy Augusta, Burton-on-Trent, Stafford. July 18. Bass and Jennings, Burton-on-Trent

Wilkes, Martha, Edgbaston, Birmingham, Spinster. June 30. Wood, Birmingham

Bankrupts.

FRIDAY, May 30, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Born, Ferdinand, Berners st, Oxford st, Iron Pianoforte Importer. Pet May 26. Murray. June 13 at 11

Sferzo, Apostolos Demetrius, Threadneedle st, Stock Dealer. Pet May 27. Hazlitt. June 12 at 11

Stow, D. W. Hatchett's Hotel, Piccadilly, Gent. Pet May 27. Hazlitt. June 11 at 11

To Surrender in the Country.

Darby, John Thomas, Aldridge, Stafford, Cattle Dealer. Pet May 28. Clarke. Walsall, June 12 at 12

Mavrochefalo, S. Liverpool, Cotton Broker. Pet May 28. Hime. Liverpool, June 12 at 2

Rosser, Aaron, Goytrey, Monmouth, Farmer. Pet May 27. Roberts. Newport, June 10 at 11

Shaw, William Henry, Alvechurch, Worcester, Banker's Clerk. Pet May 28. Chamnler. Birmingham, June 18 at 2

Stevens, Edward, Woolwich, Auctioneer. Pet May 27. Pitt-Taylor. Greenwich, June 13 at 2

Walters, Charles Hatton, Abercarn, Monmouth, Miller. Pet May 21. Roberts. Newport, June 10 at 1

Walton, Zachariah, New Barnet, Herts, Licensed Victualler. Pet May 28. Harris. Barnett, June 14 at 11

TUESDAY, June 3, 1873.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Boultbee, Lewis, Lower Belgrave st, Pimlico, Gent, Pet May 29. Pepys. June 17 at 11

Gloag, Robert Peacock, Boyson rd, Walworth rd, Cigarette Manufacturer. Pet May 29 Spring-Rice. June 19 at 11

Wade, Edward J., Mitre court chambers, Fleet st. Pet May 31. Roche. June 19 at 11

To Surrender in the Country.

Camrass, Solomon, Leeds, Tailor. Pet May 28. Marshall. Leeds, June 18 at 11

Eustace, George, Hinckscy, Berks, Innkeeper. Pet May 19. Bishop. Oxford, June 14 at 11

James, Humphrey Gwerfyl, Morriston, Glamorgan, Minister of the Gospel. Pet May 30. Jones. Swansea, June 17 at 12

Rose, Walter, Farnham, Surrey, out of business. Pet May 31. White. Guildford, June 21 at 2

Sharpe, Robert Good, Teignmouth, Devon, Lieut R.M. Light Infantry. Pet May 29. Daw. Exeter, June 14 at 12

Topham, Henry Leak, Kingston-upon-Hull, Ale Merchant. Pet May 29. Philips. Kingston-upon-Hull, June 16 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, May 30, 1873.

Parker, Right Hon George Augustus, United States, no trade. May 23

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, May 30, 1873.

Allott, William, John Thelwall, and William Lumsden, Kingston-upon-Hull, Ironmasters. June 11 at 12 at offices of Carlill and Burkinshaw, Parliament st, Kingston-upon-Hull

Anderson, William Arthur, Hendon, Middlesex, Coach Maker. June 7 at 4 at offices of Evans and Co, John st, Bedford row

Andrews, Robert, Metropolitan Meat Market, Poulterer. June 7 at 11 at offices of Wilds, St Martin's court, Leicester square

Arthur, Benjamin, Llanelly, Carmarthen, Publican. June 14 at 1 at the Bush Hotel, High st, Swansea. Snead

Atkinson, James, Castle place, Stratford New Town, Grocer. June 7 at 11 at Mullen's Hotel, Ironmonger lane. King, Skinner's place, Size lane

Baines, Robert, Wilmington square, Clerkenwell, Artificial Florist. June 9 at 12 at 33, Gutter lane, Cheapside

Ballance, Alfred Charles, Cushion court, Old Broad st, Bill Broker. June 12 at 1 at 145 Cheapside. Wickens, Palmerston buildings, Old Broad st

Bentley, Roland, Longton, Stafford, Engineer. June 12 at 2 at the North Stafford Hotel, Stoke-upon-Trent. Young, Longton

Betts, Jeremiah, Southborough, Kent, Miller. June 16 at 12 at offices of Digby, Lincoln's inn fields

Blyth, Joseph Lawrence, Albion rd, Woolwich, China Dealer. June 14 at 2 at offices of Tilley and Liggins, Finsbury place south

Brigstocke, William Phelps, Wednesbury, Stafford, Grocer. June 13 at 10 at offices of Beaton, Victoria buildings, Temple row, Birmingham

Brookes, William Henry, Leamington Priors, Warwick, Butcher. June 10 at 12 at the Woolpack Hotel, Warwick. Handley, Warwick

Brumby, Henry, Armley, Leeds, Builder. June 11 at 11 at the Victoria Hotel, Bishopsgate st, Leeds. Crumbie, York

Challenger, William, Bristol, Beerhouse Keeper. June 9 at 2 at offices of Beckingham, Albion chambers, Broad st, Bristol

Chantler, William, jun, Heatley, Cheshire, Basket Manufacturer. June 12 at 3 at offices of Grundy and Kershaw, Booth st, Manchester

Chapman, Arscott, Birmingham, Tobacconist. June 24 at 11 at offices of Powell, Clarendon chambers, Temple st, Birmingham

Clark, James, York, Corn Merchant. June 18 at 3 at offices of Routh and Co, Royal Insurance buildings, Park row, Leeds. Kearsley, Manchester

Clarke, James Howard, Lisle st, Leicester square, Surgeon. June 13 at 3 at Ridler's Hotel, Holborn hill. Lewis, Furnival's inn

Clegg, John, Rochdale, Lancashire, Painter. June 11 at 11 at offices of Standring, The Butts, Rochdale

Cosford, George, Nottingham, Fruiterer. June 16 at 11 at offices of Brittle, St Peter's chambers, St Peter's gate, Nottingham

Crawshaw, William Thomas, Wakefield, York, Leather Currier. June 16 at 3 at offices of Stewart and Son, Bank buildings, Westgate, Wakefield

Crosby, William, York, Grocer. June 13 at 11 at offices of Mann and Son, New st, York

Dall, Lawrence, Kidsgrove, Stafford, Innkeeper. June 9 at 11 at the Copeland Arms Inn, Stoke-upon-Trent. Sherratt, Kidsgrove

Daly, Thomas, Manchester, Fancy Box Manufacturer. June 13 at 3 at offices of Atkinson and Co, Norfolk st, Manchester

Dean, William, Reading, Berks, Beerseller. June 21 at 3 at offices of Smith, Waylen st, Reading

Delany, Robert, Montpelier square, Knightsbridge, Cowkeeper. June 10 at 2 at offices of Vernede, Craven st, Strand

Dolby, Joseph, Oundle, Northampton, Auctioneer June 12 at 3 at offices of Richardson and Son, Oundle

Elden, William, Norwich, Licensed Victualler. June 12 at 12 at the office of the Registrar of the County Court, Redwell st, Norwich

Ellis, James Henry, and Ephraim Ellis, Farsley, York, Woollen Cloth Manufacturers. June 11 at 2 at offices of Simpson and Burrall, Albion st, Leeds

Freeman, John Doune, Ilminster, Somerset, Grocer. June 20 at 11 at the George Hotel, Ilminster. Collins, Ilminster

Gale, William Alfred, Child's hill, Hendon, Manager. June 5 at 10 at 5, New inn, Strand. Lind

Goldberg, William, Minories, Importer of Fancy Goods. June 16 at 3 at offices of Holmes, Eastcheap

Gray, George, Park Village East, Regent's Park, no occupation. June 10 at 12 at offices of Ivimey, Staple inn, Holborn

Griffith, Elizabeth, Shrewsbury, Salop, General Dealer. June 12 at 11 at offices of Clarke, Shrewsbury

Griffith, James, Lyall rd, Roman rd, North Bow, no business. June 10 at 1 at office of Nind, St Benet place, Gracechurch st

Hall, Frank, Hertford, Dentist. June 10 at 11.30 at office of Longmore and Co, Hertford

Henry, Albert Charles Clements, Warnford court, Throgmorton st, Stock Broker. June 13 at 2 at the City of London Tavern, Bishopsgate street within. Clark and Go, Gresham house

Henworth, John, Wolverhampton, Stafford, Carpenter. June 11 at 2 at offices of Stratton, Queen st, Wolverhampton

Holman, Maria, Brighton, Sussex, Licensed Victualler. June 12 at 3 at offices of Goodman, Brighton

Hone, Arthur Henry, Harefield, Middlesex, Timber Merchant. June 12 at 4 at offices of Woodbridge and Sons, High st, Uxbridge

Irving, William M'Lean, Dempsey st, Stepney, Draper. June 4 at 12 at offices of Marsden, Gresham buildings, Guildhall

Jackson, James, Newark-upon-Trent, Nottingham, Pawnbroker. June 13 at 12 at the Ram Hotel, Newark-upon-Trent. Belk, Nottingham

Jackson, Joseph, Leicester, Boot Manufacturer. June 10 at 3 at the George Hotel, Haymarket, Leicester. Wright, High Holborn

Kent, Joshua, Longparish, Hants, Baker. June 14 at 1 at the George Hotel, High st, Andover. Loscombe

King, Alexander, Newcastle-under-Lyme, Grocer. June 13 at 3 at offices of Addleshaw and Warburton, King st, Manchester

Lacey, Edward, Strand, House Agent. June 7 at 12 at 33, Gutter lane, Dobie, Gresham st

Lockyer, Henry George, Landport, Hants, Boot Manufacturer. June 19 at 1 at offices of Whittaker, Sussex rd, Southampton. Swayne, Southampton

Low, Abraham, jun, Marsh Gate, Hackney, Cattle Dealer. June 12 at 2 at offices of Silberberg, Cornhill

Luckmann, George Arthur, Lime st, Wine Merchant. June 11 at 2 at the Guildhall Tavern, Gresham st. Townley and Gard, Gresham buildings

Lumsden, William, Brauuston, Northampton, Surgeon. June 11 at 3 at offices of Carlill and Burkinshaw, Parliament st, Kingston-upon-Hull. Holden and Sons

Magnus, Ernest, Addison rd north, Manager. June 16 at 2 at office of Batt, Walbrook

Monaghan, Michael, Stockton-on-Tees, Durham, Innkeeper. June 9 at 3 at offices of Draper, Finkle st, Stockton-on-Tees

Morris, Charles, Britannia st, City rd, Fancy Box Manufacturer. June 19 at 2 at office of Slater and Fannell, Guildhall chambers, Basinghall st. Curtis, King st, Cheapside

Morris, Charles, Spade Oak Farm, Little Marlow, Buckingham, Farmer. June 12 at 3 at the Council chamber, Town hall, High Wycombe. Clarke, High Wycombe

Munro, John, Joseph Williamson Carey, and John Newsom, Liverpool, Merchants. July 14 at 2 at offices of Etty, Lord st, Liverpool

Nock, James, Cradley Heath, Stafford, Chemist. June 9 at 2 at the Acorn Hotel, Temple st, Birmingham. Gould and Elcock, Stourbridge

Palliser, William, Bradford, York, Plumber. June 13 at 3 at offices of Mossman, Bond st, Bradford

Parker, Thomas, Windhill, York, out of business. June 11 at 11 at offices of Wood and Killick, Commercial Bank buildings, Bradford

Parkinson, William, Middlesborough, York, Grocer. June 11 at 3 at office of Draper, Finkle st, Stockton-on-Tees

Petty, Francis, Upper Thames st, Carman. June 20 at 3 at offices of Fulcher, Basinghall st

Pickering, James, New Whittington, Derby, Baker. June 13 at 11 at offices of Cowdell, Soresby st, Chesterfield

Richards, David, Swansea, Journeyman Carpenter. June 11 at 3 at offices of Clifton and Woodward, Wind st, Swansea

Ritching, Thomas, Eaton terrace, Eaton square, Saddler. June 6 at 2 at 145, Cheapside. Arnold, Finsbury pavement

Roberts, John Church, Yoxall, Stafford, Druggist. June 11 at 11 at offices of Glover, Park st, Walsall

Robinson, William, Floore, Northampton, Grocer. June 7 at 3 at office of Roche, St Giles st, Northampton. Roche, Daventry

Roe, Clarence Henry, Bristol, Artist. June 9 at 11 at offices of Essery, Guildhall, Broad st, Bristol

Roll, Isaac, Kingston-upon-Hull, Boot Maker. June 9 at 11 at offices of McLaren, Coney st, York

Romer, Joseph, Harrington st, Regent's Park, Jewel Hole Maker. June 7 at 10 at offices of Bordman and Co, Gracechurch st. Harcourt, King's road, Bedford row

Rookaby, Walter, Tunbridge Wells, Kent, Butcher. June 11 at 11 at offices of Stone and Simpson, Tunbridge Wells

Sabine, Alfred, Canterbury, Baker. June 17 at 2 at office of De Lasaux, St George's place, Canterbury

Shackleton, Edward Jewett, Dartford, Kent, Stonemason. June 10 at 11 at the Bull Inn, Dartford. Stopher, Coleman st

Sholl, Joseph, High st, Bow, Boot Maker. June 7 at 3 at offices of Goatly, Bow st, Covent Garden
Short, George, Maidstone, Kent, Hosier. June 13 at 12.30 at the Bridge House Hotel, London bridge. Goodwin, Maidstone
Smith, John Thomas, Kingston-upon-Hull, Timber Merchant. June 13 at 11 at office of Hearfield, Scale lane, Kingston-upon-Hull
Swinscoe, John, Liverpool, Greengrocer. June 12 at 3 at offices of Ponton, Vernon chambers, Vernon st, Liverpool
Van Praagh, Lewis, Newman st, Oxford st, Jeweller. June 17 at 2 at offices of Evans and Co. John st, Bedford row
Tarry, Edward, Bugbrooke, Northampton, Baker. June 12 at 3 at offices of Becke, Market square, Northampton
Thelwall, John, Kingston-upon-Hull, Ironmaster. June 11 at 2.30 at offices of Carlill and Barkinshaw, Parliament st, Kingston-upon-Hull
Warr, David, Bristol, Grocer. June 7 at 11 at office of Essery, Guildhall, Broad st, Bristol
Watson, Frederick, and William Hunt, Sheffield, Coal Merchants. June 12 at 12 at offices of Anty, Queen st, Sheffield
Watson, Harriet, Ashton-under-Lyne, Lancashire, Leather Dealer. June 11 at 3 at offices of Booth, Brazennose st, Manchester
Watson, John, Ashton-under-Lyne, Lancashire, Commission Agent. June 11 at 3 at offices of Booth, Brazennose st, Manchester
Watson, Thomas, Batley, York, Innkeeper. June 13 at 3 at offices of Wooler, Exchange buildings, Commercial st, Batley
White, George William, High st, Denmark hill, Cheesemonger. June 6 at 3 at offices of Ody, Trinity st, Southwark
Wilder, Stedman, Church st, Kensington, Draper. June 16 at 12 at offices of Haigh, King st, Cheapside
Williams, James, Cheltenham, Gloucester, Brush Manufacturer. June 9 at 12 at office of Potter, Northfield House, North place, Cheltenham
Winter, William, Tunbridge Wells, Plumber. June 10 at 3 at offices of Wickenden, St Paul's Churchyard. Stone and Simpson, Tunbridge Wells

TUESDAY, June 3, 1873.

Bailey, Joseph, Northampton, Shoe Manufacturer. June 16 at 12 at offices of Hensman, St Giles st, Northampton
Bailey, Thomas, Liverpool, Licensed Victualler. June 24 at 2 at offices of Ford, The Temple, Dale st, Liverpool. Worship and Crozier, Liverpool
Barber, Harriet, and Arthur Barber, Hunslet rd, near Leeds, Saddlers. June 13 at 2 at offices of Granger, Bank st, Leeds
Barham, Robert, Rochdale, Lancashire, Draughtsman. June 14 at 11 at offices of Ashworth, Yorkshire st, Rochdale
Bindon, James, Britonferry, Glamorgan, Greengrocer. June 14 at 3 at offices of Charles, Parade, Neath
Blech, Joseph Edward, Ethelburga House, Bishopsgate st, General Merchant. June 26 at 3 at 71, Ethelburga House, Bishopsgate st. Solomon, Finsbury place
Bray, Paul, Huddersfield, York, Beerhouse Keeper. June 16 at 11 at offices of Ramsden, John William st, Huddersfield
Broadhurst, James, Addington square, Camberwell, Common Brewer. June 4 at 2 at offices of Hart, Moorgate st. Innes, Fenchurch st
Brown, John, Wigan, Lancashire, Provision Dealer. June 16 at 11 at offices of Lees, King st, Wigan
Brown, William, Smallheath, near Birmingham, Commission Agent. June 14 at 10 at offices of East, Colemore row, Birmingham
Charles, Elijah, Waddingham, Lincoln, Tailor. June 13 at 1.30 at the Marquis of Granby Inn, Gainsborough. Oldman and Iveson, Gainsborough
Cotterell, Samuel, Halkin place, Belgrave square, Dealer in Horses. June 7 at 3 at offices of Froggatt, Argyll st, Regent st
Crompton, Ralph, Bury, Lancashire, Draper. June 18 at 3 at offices of Whitehead and Co, Bolton st, Bury
Daine, William, Tarpoley, Cheshire, Innkeeper. June 24 at 2 at the Clarence Hotel, Brown st, Manchester. Evans, Manchester
Dodgson, Edward, Sheffield, Sheriff's Officer. June 13 at 12 at offices of Tattershall, Queen st, Sheffield
Dopson, Thomas, Burghfield, Berks, Engineer. June 20 at 1.30 at the George Hotel, Reading. Cave, Newbury
Eastwood, James, and Samuel Lee, Earlsheaton, York, Blanket Manufacturers. June 17 at 11 at the King's Arms Inn, Dewsbury. Walker
Enever, Frederick Francis, Oxford, Accountant. June 24 at 11 at office of Druce, High st, Oxford
Evans, Evan, Bangor, Carnarvon, Licensed Victualler. June 14 at 2 at the Ermine Hotel, Flockersbrook, Chester. Foulkes, Bangor
Green, James, York, Smallware Dealer. June 18 at 3 at offices of Wilkinson, St Helen's square
Green, Upfield, and Charles Stevens, Wilson st, Finsbury, Lithographers June 16 at 3 at the Guildhall Coffee house, Gresham st. Piesse and Son, Old Jewry chambers
Greenhill, John, Fish st hill, out of business. June 14 at 12 at office of May and Co, Adelaide place
Hallam, George Brough, Birmingham, Ornamental Hair Worker. June 13 at 2 at offices of East, Colemore row, Birmingham
Harwood, William, Banner st, St Luke's, Artificial Flower Maker. June 11 at 12 at the City Arms Tavern, Bloomfield st, Finsbury
Headfield, Elijah, East Ferry rd, Poplar, Grocer. June 26 at 3 at offices of Holloway, Ball's Pond rd, Islington. Willis, Charles square, Hoxton
Hill, Benjamin, Peterborough, Northampton, Builder. June 13 at 11 at the Wentworth Hotel, Peterborough. Rutland and Graves, Peterborough
Hunter, Thomas, Dartmouth, Devon, Engineer, Royal Navy. June 13 at 12 at offices of Bray, Edgcumbe st, Stonehouse
Jones, Frederick, Millbank st, Map Mounter. June 11 at 2 at the Guildhall Coffee house, Gresham st. Merriman and Co, Queen st
Jones, Hugh, Gwarcae, Cardigan, Mine Agent. June 10 at 1 at office of Hughes and Son, North parade, Aberystwith
King, Joseph John, Leicester, Grocer. June 16 at 12 at offices of Owston, Friar lane, Leicester
Lacy, Benjamin, Princes Risborough, Buckingham, Draper. June 19 at 3 at the George Inn, Princes Risborough. Clark, High Wycombe
Landreth, James Baillie, Berwick-upon-Tweed, Wine Merchant. June 16 at 12 at offices of Dunlop, Quay's walls, Berwick-upon-Tweed
Leyshon, William, Swansea, Glamorgan, Licensed Victualler. June 14 at 3 at offices of Morris, Rutland st, Swansea
Lloyd, John, Aberystwith, Cardigan, Lapidary. June 10 at 11 at offices of Hughes and Son, North Parade, Aberystwith
Longbottom, John, Keighley, York, Grocer. June 16 at 11 at offices of Terry and Robinson, Market st, Bradford. Weatherhead, jun., Bingley
Lord, Thomas, Priors Marston, Warwick, Grocer. June 16 at 3 at office of Pellatt, High st, Banbury
Marshall, George Bishop, Great Winchester st, Merchant. June 27 at 2 at offices of Cooper and Co, George st, Mansion House. Hillyer and Co, Fenchurch st
Martin, John Henry, Southampton, Wine Merchant. June 18 at 12 at the Chamber of Commerce, 145, Cheapside. Green and Moberly, Southampton
Mather, Henry, Hinckley, Leicester, Farm Bailiff. June 20 at 12 at office of Barnes and Russell, Lichfield
Minshall, William Richardson, Brighton, Sussex, Draper. June 18 at 3 at 6, Great James st, Bedford row. Holtham, Brighton
Neill, William, Birmingham, Silversmith. June 13 at 3 at offices of East, Colmore row, Birmingham
Nind, Benjamin, Higher Crumpsall, near Manchester, Builder. June 17 at 3 at offices of Rowley and Co, Clarence buildings, Booth st Manchester
Nixon, James Thomas, Sheerness, Kent, Auctioneer. June 14 at 1 at office of Brook and Chapman, Walbrook House, Mole, Sheerness
Oborn, Henry, Wincanton, Somerset, Butcher. June 16 at 11 at the Greyhound Hotel, Wincanton. Cooper, Wincanton
Palmer, Edwin Henry, Barrs Green, Warwick, Furniture Dealer. June 16 at 2 at the Craven Arms Hotel, High st, Coventry. Homer, Coventry
Parsons, George, Winchester, Southampton, Commission Agent. June 19 at 11 at offices of Godwin, St Thomas st, Winchester
Pease, Joseph, sen, Rayleigh, Essex, Farmer. June 21 at 2.30 at the Crown Inn, Rayleigh. Duffield and Bruty, Chelmsford
Powell, Charles, Liverpool, Hairdresser. June 19 at 2.30 at offices of Procter and Parker, Old Castle buildings, Preeson's row, Liverpool. Grace, Liverpool
Powell, Edward, West Cowes, Isle of Wight, Watchmaker. June 16 at 2 at 58, Bartholomew close. Joyce, Newport
Price, Richard, Darowen, Montgomery, Victualler. June 17 at 3 at the Blue Bell Inn, Machynlleth. Jones, Aberystwith
Rhodes, William, Heckmondwike, York, Carpet Manufacturer. June 16 at 2 at the George Inn, Heckmondwike. Ibbetson, Heckmondwike
Robson, Matthew Henry, Newcastle-on-Tyne, Grocer. June 13 at 12 at office of Hoyle and Co, Mosley st, Newcastle-upon-Tyne
Rumbold, William, Park Village East, Regent's Park, Builder. June 23 at 3 at office of Perrin, King st, Cheapside
Ryding, James Stanley, Wortley, York, Commission Agent. June 18 at 3.30 at offices of Burdekin and Co, Norfolk st, Sheffield
Saunders, William, Hawkwell, Essex, Barge Master. June 18 at 2 at the Alliance Economic Investment Company, Lincoln's inn fields. Wood and Son, Rochford
Shakespeare, John, West Bromwich, Stafford, Blacksmith. June 14 at 11 at offices of Shakespeare, Church st, Oldbury
Sleep, Henry Colin, Oxford st, Hosier. June 14 at 3 at offices of Froggatt, Argyll st
Stacey, George, Batley, York, Cart Driver. June 16 at 11 at the Scarborought Hotel, Market place, Dewsbury. Stocks and Nettleton, Pontefract
Stearman, George Short, Norbiton, Surrey, Surveyor. June 21 at 4 at offices of Sherrard, Brook st, Kingston-upon-Thames
Stevens, Samuel, Northam, Hants, Builder. June 17 at 3 at offices of Coxwell and Co, Gloucester square, Southampton
Taylor, William Henry, Marlborough terrace, Penge, Doctor. June 12 at 12 at offices of Mote, Walbrook
Tighe, Mary, Manchester, Fruiterer. June 19 at 3.30 at office of Richardson, Clarence st, Princess st, Manchester
Tomblin, Elizabeth, Horncastle, Lincoln, Innkeeper. June 24 at 12 at the Queen's Head Inn, Horncastle. Adcock, Horncastle
Trott, George, Gloucester, Tailor. June 16 at 2.30 at the Bell Hotel, Gloucester. Taynton and Son, Gloucester
White, Henry, Dorchester, Dorset, Painter. June 17 at 11 at offices of Andrews and Pope, South st, Dorchester
Whiteley, John, Luddendenfoot, Halifax, York, Butcher. June 18 at 11 at offices of Rhodes, Horton st, Halifax
Willcox, Abraham, Packington st, Islington, Artificial Florist. June 24 at 3 at offices of Holloway, Ball's Pond rd, Islington. Willis, Charles sq, Hoxton